

The Solicitors' Journal.

LONDON, MARCH 3, 1883.

CURRENT TOPICS.

IT IS UNDERSTOOD that a set of new rules, in substitution for the Chancery Funds Rules, 1874, is in course of preparation.

THE ORDER we referred to last week, which will be found elsewhere, transfers fifteen causes from the list of Mr. Justice FRY to that of Vice-Chancellor BACON, eighty causes from the list of Mr. Justice CHITTY to that of Mr. Justice PEARSON, for the purpose only of trial or hearing, and fifty from the list of Mr. Justice CHITTY to that of Vice-Chancellor BACON.

IT IS TO BE HOPED that, in addition to modifying requirements which at present occasion great expense and delay to practitioners and suitors, provision will be made by the new Chancery Funds Rules for paying periodical dividends by means of transmission through the post, as is done with reference to the dividends on Government Stocks. Another point calling for attention is the affidavit which is required to verify the residue of a fund after specific dealings with it. Surely the Chancery Paymaster ought to be compelled to say what the result is when one sum is deducted from another without the assistance of an affidavit to ascertain the result.

WE STATED last week, in referring to the new form of administration account, that we were informed that the new forms could not be purchased from the law stationers, but might be obtained gratis at Somerset House. Our information was derived from statements made at Somerset House; but it would seem that the authorities have altered their intentions, for we are now informed by an eminent firm of law stationers that "the Commissioners of Inland Revenue intend to allow 'authorized forms' to be sold by some of the London law stationers."

WE PROPOSE hereafter to discuss the Court of Criminal Appeal Bill and the Criminal Code (Indictable Offences Procedure) Bill, but we may at once call attention to the peculiar fact that Part VIII. of the Procedure Bill contains a set of provisions as to criminal appeal considerably differing from, and sometimes inconsistent with, those contained in the Appeal Bill. Thus, in the Procedure Bill, the quorum of the court is five, whereas in the Appeal Bill, it is three; in the Procedure Bill the judges are taken from the High Court, whereas in the Appeal Bill they are taken from both the High Court and the Court of Appeal. Both Bills provide for a further appeal to the House of Lords, by leave, but in entirely different terms. Both Bills also allow a new trial, but the Procedure Bill alone makes provision for a new trial by order of the Secretary of State, "if, upon any application for the mercy of the Crown on behalf of any person convicted of an indictable offence," that Minister "entertains a doubt whether such person ought to have been convicted." The Appeal Bill, we observe, contains twenty-eight clauses, whereas Part VIII. of the Procedure Bill contains nine clauses only.

IN ANOTHER COLUMN there will be found a synopsis of the Bankruptcy Bill introduced into the House of Commons by the President of the Board of Trade immediately after the opening of Parliament. Unlike the Bill of 1881, which was an amending Bill only, the present Bill proposes to consolidate as well as to

amend the law of bankruptcy. The main proposals of the Bill of 1881, however, are adhered to—namely, the appointment of official receivers to the various courts; the appointment of the Board of Trade as the governing body in all bankruptcies; the abolition of the present proceedings for liquidation or composition, and the substitution of other provisions for composition or other scheme of arrangement after a public examination of the debtor, a report by the official receiver, and subject to the approval of the court to be given or withheld in conformity with rules and regulations therein provided. On points of detail the Bill makes many alterations from the proposals of 1881, showing the advantages of the discussion and further consideration of the question which have been had in the meantime. We notice that some of the most objectionable minor features of the former Bill are eliminated from the present one, such as the reduction of the amount of the petitioning creditor's debt, the omission of a declaration of inability to pay as an act of bankruptcy, the introduction of the words referring to departure by a debtor from his place of business and dwelling-house in that act of bankruptcy, the limitation of three months within which a proof could be admitted or amended except with leave, the prohibition of proxies to be held by a bankrupt's solicitor, the ridiculously small scale of remuneration to trustees in cases where the assets do not exceed £3,000, and various other provisions which were pointed out by us in our remarks upon the Bill of 1881. On the other hand, various new proposals are introduced. We shall take occasion hereafter to discuss the principal provisions of the Bill more fully.

IN ADDITION to the Bankruptcy Bill introduced by Mr. CHAMBERLAIN, a Bill to amend the law of bankruptcy has also been introduced by Mr. DIXON-HARTLAND, Mr. GORST, and Sir E. LECHMERE. This is the Bill, with amendments, promoted by the same members last session, being founded on the Government Bill of 1881. Many of such amendments are in accordance with the suggestions which we have made in these columns, for instance, the reduction of the time for which an assignment for benefit of creditors is to remain available as an act of bankruptcy, so as to give creditors, more particularly in small estates, an opportunity of avoiding expense by adopting that course without having to delay the division of the estate for so long a time as at present; the following additional act of bankruptcy: "That the debtor, being a trader, has executed a bill of sale or other assignment of, or security over, his stock-in-trade, or any part thereof, other than in the ordinary way of his business;" the limitation of the rights of voting by creditors of a firm holding collateral security upon the separate estate of any member thereof, and *vice versa*; some additional provisions in the clause relating to the administration in bankruptcy of the estates of deceased persons; a proviso saving for bankrupts' estates the benefit of tenants' fixtures upon leasehold premises disclaimed; the inclusion in the portions of enactments to be repealed of sub-section 5 of section 15 of the present Act, which would have the effect of repealing the present law as to goods and chattels of others in the order and disposition of bankrupts; and a number of other amendments upon minor points. The introduction of these provisions into Mr. DIXON-HARTLAND'S Bill will insure consideration by the Committee on the Bankruptcy Bills of many points which we think ought to be brought under their notice.

LAST WEEK we noted a case (*In re Aston, supra*, p. 275) which probably settles the law upon one of those practical points which, without seeming to be obviously of great moment, are not without a perceptible effect upon the convenience of the public and the general practitioner. We regret to say that it has not been

settled in the way which we think would have been most conducive to the public convenience. Everybody knows that marriage settlements are apt sometimes to start with a larger equipment of trustees than can, without difficulty, be maintained at its full strength. Sections 31 and 32 of the Conveyancing Act of 1881 very thoughtfully provided a remedy in such cases; the former section permitting an appointment of a new trustee or trustees to be made without filling up the original number if more than two; and the latter section permitting one of several (being more than two) trustees to be discharged from the trust without any new trustee being appointed in his place. It remained a question whether this principle would be applied to appointments of new trustees by the court. This had been frequently done. Lord ROMILLY (*Re Stokes' Trusts*, L. R. 13 Eq. 333) in 1872, upon the retirement of one trustee, appointed the two continuing trustees to be sole trustees. This anticipation of section 32 of the Conveyancing Act has been followed by the present MASTER of the ROLLS and by the late Vice-Chancellor MALINS several times. But, in 1880, Lord Justice CORROX (*Re Colyer*, W. N. 1880, p. 131, 50 L. J. Rep. Ch. 79) declined to allow a lunatic, one of three trustees, to be discharged without a third new trustee being appointed in his stead. It was, we believe, generally hoped that the above-mentioned sections would encourage the court to take the wider view of its authority and of general expediency. But in the case of *In re Aston*, where it was sought to discharge one trustee, who was a lunatic, out of four existing trustees, the MASTER of the ROLLS held that, though his own opinion remained unchanged, the necessity for keeping the practice of the court uniform would oblige it to adhere to the more rigorous standard laid down by the Lord Justice CORROX, from which the latter was not willing to recede. The other judges concurred in this opinion; and we therefore suppose that the rule so laid down is not likely very soon to be relaxed.

MR. JUSTICE STEPHEN, in his new work on the History of the Criminal Law of England, states, without the least hesitation, that eloquence in the conduct of criminal cases in England simply does not exist. He says, "It is worthy of observation that eloquence, either in prosecuting or defending prisoners, is almost unknown and unattempted at the bar" (vol. 1, p. 429). Again, he says, "Few stronger proofs are to be found of the simplicity of English taste in the matter of making speeches than the exceedingly prosaic character of speeches in defence of prisoners" (vol. 1, p. 454). We must confess to having experienced a good deal of surprise when we read these statements, standing almost entirely unqualified. And we would ask what does Mr. Justice STEPHEN understand by the term "eloquence"? We should define eloquence—forensic eloquence—to be the art of persuasive speaking, the object being to make an impression on the hearers, influence their convictions, and arouse their feelings. The success of which must be judged by its answering the purpose for which it was intended. Tried by such a test, we should adjudge to English forensic eloquence a high standard of excellence. Had Mr. Justice STEPHEN said that mere declamation was now repugnant to the modern surroundings of a criminal trial, we should have agreed with him. Such rhetorical flights as CURRAN's, when he spoke of "the catacombs beneath the castle where the wretch that is buried a man is kept till his heart has had time to fester and dissolve, and then is dug up a witness," would not be in consonance with the critical spirit of the present time, and would fail to evoke the feelings that the speaker sought to arouse. But, on the other hand, to say that eloquence is absent from our courts, because rhetoric and declamation are absent, is to confuse eloquence with declamation—two things, as it seems to us, which are, though closely connected, essentially distinct. As an example of eloquence of the best kind, made use of for the prosecution, we would refer to the closing speech of Sir JOHN HOLKER in the *Wainwright case*. With such force and pathos was the picture drawn of the murdered woman who had sacrificed her life, her chastity, her all, at the bidding of the prisoner at the bar, that the feelings of strong men even were overcome. As an example of eloquence in defending a prisoner we would cite the speech of Mr. E. CLARKE in the *Detective case*. What could be more logical and what, at the same time, could be more truly eloquent than that defence? "There are thousands of men," said the advocate, "doing their duty quietly

and patiently in the same profession which he [the prisoner] has adorned, doing their duty quietly and patiently, and looking with very earnest hopes to the result of this trial. Day by day, with their scanty pay, with very little opportunity for distinction or reward, carrying their lives in their hands—for they are dealing with the worst enemies of society—these men do their steadfast work of duty, and the broadcloth covers a heart as true to the devotion of duty as the judge's ermine or the bishop's lawn. . . . If your verdict should be against these men, the whole army of scoundrels amongst us will rejoice, carousing over the thought that the defences of society are broken down, that the men who have been foremost in attacking them have been stricken, and that they may be free for the carnival of crime. . . . May he go out from this court, not discharged because the jury could not agree, not with some bastard verdict of not proven to hang round his neck for the rest of his life the irremovable stigma of suspicion or crime, but with the straightforward, honest 'Not Guilty,' that sends him back to his friends an honoured man; that sends him back, for the rest of his life, to enjoy the 'love, obedience, honour, troops of friends, and all that should accompany old age'; to leave to his children when he goes an heirloom richer than wealth can purchase, grander than power can create—the splendid heritage of an unsullied name." If language such as this is not eloquent—and we might cite numbers of criminal trials in recent times where equal eloquence has been employed—we confess that we are at a loss to understand what true forensic eloquence is.

PEOPLE WHO THINK that the Conveyancing Acts (especially the first one) are not perfectly satisfactory productions, may, perhaps, be doing them injustice; but it is difficult to believe that the Act of 1881 (at all events) might not have been made better than it in fact is. A correspondent to-day calls our attention to sections 58 and 59; which are distinguished by the peculiarity that their marginal notes are universally admitted to have been somehow interchanged. We might add that the language of these marginal notes has about it a tinge of absurdity which suggests a doubt whether their composer attached any particular meaning to the language used by the composer of the sections to which they respectively do not relate. If this happened to be the case, we can sympathize with the failure to understand section 58, which we have always regarded as one of the most inscrutable enigmas to be found in the Statute Book. We have never been able to see how this section alters the previous law. But this very difficulty makes the reply to our correspondent's question very easy. He evidently perceives that it would be unwise to undertake to decide himself what (if anything) is the meaning of this section, merely in order that he may escape the slight trouble of writing two or three words half-a-dozen times in a lease. And if our correspondent will consult MESSRS. WOLSTENHOLME and TURNER's note upon section 58 (Conveyancing Acts, 2nd ed., p. 97), he will find that those eminent commentators have felt themselves able to answer his specific question, whether the word "assigns" must be expressed in order that the assigns may be bound by covenants of his class (2), in the affirmative. "To bind the assigns," they say, "they must still be mentioned where mention was necessary before the Act; for instance, in a lease where the covenant concerns a thing not *in esse* at the demise, as to build a wall (*Spencer's case*)."

Our correspondent rightly thinks that, whether the words of the Act are or are not clear, he will act wisely in doing exactly what he would have done if they had been non-existent. Section 59 apparently deals only with the creation of specialty debts.

The work of demolishing the old law courts has proceeded so far that a portion of the wall of Westminster Hall is now exposed to view, including two ancient buttresses. It is expected that the courts will be entirely removed by the end of next month.

On Tuesday, in the House of Commons, Mr. J. Stewart asked the Lord Advocate whether the committee of judges, now engaged in framing new rules of legal procedure, had agreed to make such alterations in the rule relative to the jurisdiction of English courts over persons resident in Scotland as, in his judgment, were sufficient to remove the grievance complained of. The Lord Advocate said that there had been draft amendments to the rules proposed, which it was hoped would remove the grievances complained of, but he was not aware whether they had been overtaken by the committee of judges. He hoped to be able to answer that question shortly.

THE GOVERNMENT BANKRUPTCY BILL.

THIS Bill, which bears the names of Mr. Chamberlain, the Solicitor-General, and Mr. John Holmes, was issued last week. It is entitled "A Bill to amend and consolidate the Law of Bankruptcy," and consists of 158 clauses, the first three being preliminary, and the remainder being divided into eight parts.

Part I., comprising clauses 4—27, relates to proceedings from act of bankruptcy to discharge. Clause 4 defines what are acts of bankruptcy. A declaration of inability to pay, which was omitted from the Bill of 1881, is retained; judgment summonses are substituted for debtors' summonses; and all acts of bankruptcy are made applicable to non-traders as well as to traders. Clauses 5—12 relate to the receiving order, which is to be made in the first instance instead of an order of adjudication; and regulate the practice upon the filing of a petition, which may be by either a debtor or a creditor. The £50 required to constitute a petitioning creditor's debt (which, by the Bill of 1881, was proposed to be reduced to £20) is retained, and the debt is to be "a liquidated sum payable either immediately or at some certain future time." These clauses also contain provisions for creditors to be restrained on the making of a receiving order without any special application as required at present; and for the appointment of the official receiver as receiver, with power to him to appoint a special manager of the debtor's business—the latter being an adoption of a suggestion in Mr. Dixon-Hartland's Bill of last session. Clauses 13 and 14 relate to proceedings consequent on a receiving order being made, and provide for the appointment of a first meeting of the creditors to consider whether a composition or scheme of arrangement shall be accepted, or whether the debtor shall be adjudged bankrupt, and also refer to schedule 1, which contains rules for the regulation of meetings of creditors and the voting thereat, and also as to proxies by creditors. Clause 14 also provides for a statement of affairs to be presented by every debtor against whom a receiving order shall be made. Clause 15 relates to the public examination of every debtor, and clause 16 makes elaborate provisions for the carrying out of any composition or scheme of arrangement accepted by the creditors by special resolutions passed at both the first and confirmatory meetings, and approved by the court after the public examination of the debtor and upon hearing a report of the official receiver. Clauses 17—20 refer to adjudication of bankruptcy in case the creditors so resolve, or in case a composition or scheme is not carried out, and to the appointment by an ordinary resolution of a trustee, who is to give security to the satisfaction of the Board of Trade, with or without a committee of inspection (to consist of not less than three nor more than five creditors), and to the acceptance of a composition after adjudication. Clauses 21—24 relate to the control over the person and the property of the debtor, and re-enact, with amendments, many of the provisions of the present Act. Clauses 25—27 make provisions for the discharge of bankrupts, which is to be left entirely to the court, and not to creditors as at present, subject to certain facts which, if proved, are to disentitle a bankrupt to his discharge. The provision in section 49 of the present Act, that an order of discharge shall not release a bankrupt from any debt incurred by fraud or breach of trust, or whereof he has obtained forbearance by fraud, is omitted. The last of these clauses constitutes the obtaining of credit to the extent of £20 by an undischarged bankrupt, without disclosing his position, a misdemeanour.

Part II. comprises clauses 28—32, and relates to the disqualification of bankrupts from sitting in either House of Parliament, acting as justices of the peace, or holding any municipal or other public office, with power to the court to annul adjudication in certain cases.

Part III. relates to administration of property, and comprises clauses 33—60. Clauses 33—37 regulate proofs of debt, being provisions, with trifling alterations, similar to the present law, some of such provisions appearing in the clauses mentioned, and others in the 2nd schedule to the Bill. Clause 38 reduces the time to which a trustee's title would relate back to an act of bankruptcy committed within six months (instead of twelve months, as at present) before a receiving order, and clause 39 practically re-enacts section 15 of the present Act as to the property of a bankrupt divisible amongst the creditors. Clauses 40—44 make provisions as to the effect of bankruptcy on antecedent transactions, namely, on

executions or attachments; defining the duties of a sheriff in such case; avoiding voluntary settlements (similar to section 91 of the present Act, but extending it to non-traders); avoiding fraudulent preferences (the saving clause as to payees in good faith being omitted), and protecting *bonâ fide* transactions with parties prior to the date of a receiving order, without notice of prior act of bankruptcy, including "any payment by the bankrupt to any of his creditors." Clauses 45—52 relate to realization of property by a trustee. Clause 50 is in place of sections 23 and 24 of the present Act as to disclaiming onerous property, and includes provisions with the object of saving for bankrupts' estates tenants' fixtures on any leasehold property disclaimed. Clause 51 defines the powers of a trustee as to dealing with property, and clause 52 gives further powers to trustees with the sanction of the committee of inspection. Clauses 53—60 relate to distribution of property by way of dividends, and give power to the trustee to make allowance for maintenance to a bankrupt with the permission of the committee, and, in case of this not being done, power is given to the court to do so.

Part IV. comprises clauses 61—65, and relates to official receivers and staff of Board of Trade, regulating their powers and duties. The official receivers are to be appointed by the Board of Trade from "such registrars of county courts not having jurisdiction in bankruptcy, high bailiffs, and such other persons as they think fit."

Part V. consists of clauses 66—83, and is entitled "Trustees in Bankruptcy." Clause 66 relates to the remuneration of the trustee, which is to be fixed by an ordinary resolution of creditors in the nature of a commission or percentage, partly on the amount realized and partly on the amount distributed, subject to the Board of Trade's approval thereof in certain cases, with other provisions. Clause 67 provides for the taxation of costs similarly to rule 4 of the Rules of 1871. Clauses 68—73 are entitled, "Receipts, Payments, Accounts, Audit," and make provisions similar to the proposals of the Government Bill of 1881, for payment of moneys of estates by trustees into the Bank of England, but with this alteration from the former proposals, that the Board of Trade may, on the application of the committee, sanction their payment into a local bank. The accounts of trustees are to be audited by the Board of Trade, and other provisions are made as to the books and statements to be kept. Clause 74 makes provision for the release of trustees; clause 75 for their official name in which to sue, &c.; clauses 76—79 for their appointment and removal; clause 80 limits their rights of voting; and clauses 81—83 make provisions for their acting according to the directions of the committee or creditors, and under the control of the court and Board of Trade.

Part VI. regulates the "Constitution, Procedure, and Powers of Court," and consists of clauses 84—112. The courts to have jurisdiction are to be the High Court and the county courts; the London Bankruptcy Court is to be transferred to the High Court; and there are regulations as to the transaction of bankruptcy business by a special judge of the High Court. Other regulations are provided as to the court which is to have jurisdiction in certain cases; as to transfer of proceedings; powers of courts to determine questions arising in bankruptcy; powers of registrars of courts having bankruptcy jurisdiction; debtors' summonses under section 5 of the Debtors Act, 1869, are to be transferred to the bankruptcy judge of the High Court, with other provisions in connection therewith; and appeals in bankruptcy matters are to be direct from the High Court or any county court to the Court of Appeal, and with leave therefrom to the House of Lords. Clauses 97—107 are headed "Procedure," and relate to discretionary powers of the court; consolidation of petitions; substitution of petitioning creditor; continuance of proceedings on death of a debtor; power to stay proceedings, or to adjourn or dismiss petition; power for creditor to present petition against one partner only, and for court to dismiss petition against some respondents only; with provisions as to joint and separate property vesting in the same trustee; as to actions by trustee and bankrupts' partners, and on joint contracts. Clause 108 relates to the disability of officers of courts to sit in the House of Commons, and clauses 109—112 make provisions as to orders and warrants of court and the enforcement thereof, similar to those contained in the present Act.

Part VII. consists of two clauses only (113 and 114) and regulates "Small Bankruptcies." A small bankruptcy is where the assets do not exceed in value £300, in which case the court may adjudicate the debtor bankrupt summarily, and the official receiver is to be the trustee, without a committee of inspection, but he is to

be under the control of the Board of Trade, with power to the creditors by special resolution to appoint an independent trustee. By clause 114 elaborate provisions are made as to judgments obtained in a county court against a debtor whose total debts do not exceed £50, and power is given to the court in such case to make an order as to the administration of his estate and future earnings, and for the payment of his debts.

Part VIII. comprises the whole of the remaining clauses of the Bill—viz., 115—158, and is entitled "Supplemental." Of these clauses, 115—118 regulate the application of the Act, excluding corporations, but including persons having privilege of Parliament, and providing for the administration in bankruptcy of the estates of deceased persons whose estates are insolvent. Clause 119 provides for the making of General Rules by the Lord Chancellor and the President of the Board of Trade. Clauses 120—122 relate to fees, salaries, expenditure, and returns of the Board of Trade, and registrars and other officers of courts. Clauses 123—131 make regulations as to copies of the *Gazette*, minutes of proceedings at meetings of creditors, and office copies of proceedings being receivable in evidence; as to swearing affidavits; depositions of witnesses who have since died; bankruptcy courts to have official seals; certificates of the Board of Trade; appeals from the Board of Trade to the court; and proceedings of the Board of Trade. Clause 132 regulates the computation of time; clause 133 the service of notices; clause 134 provides that formal defects shall not invalidate proceedings; clause 135 provides for the exemption of deeds, &c., from stamp duty, except in respect of fees thereunder. Clause 136 requires sales under executions exceeding £50 to be by public auction and advertised; and clause 137 abolishes the application of writs of *elegit* to goods. Clause 138 provides for the case of a trustee becoming bankrupt; and clause 139 for a corporation to act by its officers, a firm by any of its members, and a lunatic by his committee or *curator bonis*. Clauses 140—142 refer to the construction of former Acts. Clauses 143—151 are "Transitory Provisions," and refer to the Comptroller in Bankruptcy and his staff; abolition of existing offices; performance of new duties by persons whose offices may be abolished, with other regulations as to same; transfer of estates in liquidation under the present Act to official receiver in the event of vacancy in the office of trustee, also on the close of a bankruptcy or liquidation, and in the London Bankruptcy Court from the registrars to the official receivers. Clauses 152—156 add further provisions to the criminal clauses of the Debtors Act, 1869, for the punishment of fraudulent debtors, by extending the provisions of that Act to debtors petitioning for bankruptcy; giving power to court to order prosecution on the application of the official receiver, and to commit for trial, with all the powers of a stipendiary magistrate for that purpose, such prosecutions to be instituted and carried on by the Director of Public Prosecutions; and providing that a debtor shall not be exempt from being proceeded against criminally by reason of his having obtained a discharge, or a composition or scheme of arrangement having been carried. Clause 157 gives the interpretation of certain terms, and provides for the schedules to the Act to have effect as part thereof, whilst clause 158 provides for the repeal of the enactments mentioned in the 4th schedule, the principal of which is the Bankruptcy Act, 1869.

Of the schedules to the Bill, which are four in number, the 1st schedule relates to meetings of creditors, and is divided into twenty-four clauses, regulating how meetings are to be summoned, where to be held, who is to be chairman, who is to be entitled to vote, and as to proxies by creditors (the last named being, for the most part, an adoption of Mr. Dixon-Hartland's proposals), *quorum* required to be present, and minutes to be kept. The 2nd schedule relates to proofs of debts by secured and unsecured creditors, and incorporates some of Mr. Dixon-Hartland's excellent proposals upon this point. This schedule incorporates many of the provisions of the present Act and Rules, such as section 37 relating to proof in respect of distinct contracts; section 35 as to periodical payments, and other provisions as to interest, debts payable at a future time, and the admission or rejection of proofs by the trustee. The 3rd schedule contains a list of the metropolitan county courts included within the jurisdiction of the London Bankruptcy Court; and the 4th schedule contains a list of the enactments to be repealed.

A stained glass window is about to be placed in the parish church of Milford, Hants, in memory of the late Lord Justice Thesiger.

THE JURISDICTION CONFERRED UPON COURTS OF BANKRUPTCY BY SECTION 72 OF THE BANKRUPTCY ACT, 1869.

III.

In our two previous articles we reviewed somewhat at length the various authorities which have been reported upon the effect of the above section. A careful study of those authorities leads us now to ask ourselves, first, what were the objects sought to be attained by the Legislature in giving the extended jurisdiction to courts of bankruptcy which was given by the section? secondly, how far the section has been successful in accomplishing such objects, or in what respects it has failed therein? and, thirdly, in what manner the present law might beneficially be amended?

Upon the first question, it is clear from the earlier authorities what was the opinion of the judges as to the intention of the Legislature. Thus, Giffard, L.J., in *Ex parte Anderson*, laid it down that the very fullest powers to determine all questions arising in any bankruptcy were conferred upon the courts, and that "it was the intention of the Legislature that the bankruptcy courts should be complete and sufficient in themselves" to decide such questions. And the Chief Judge, in *Macdonald v. Purves*, in the same way said that the policy of the law was that in bankruptcy "there shall be one tribunal for the determination of all questions arising" therein. The words of James, L.J., in *Ex parte Cohen* also are scarcely less comprehensive—viz., that the intention of the Legislature was "that one court should decide every question necessary for the administration of the bankrupt's estate," whilst, with regard to composition arrangements, the language of Mellish, L.J., in *Ex parte Hirtel*, is equally wide. And, indeed, there cannot be much doubt that in passing the section the Legislature had in view quite as comprehensive an application thereof as is indicated by those learned judges. The keeping down of the costs of the administration of bankrupts' estates has always constituted one of the principal aims of the Legislature in amending the law of bankruptcy from time to time, though we must confess that that end has not been attained to any extent in any of the amendments which have been effected since 1849, but rather, we should say, the contrary. It may, however, very well have been considered by the Legislature that, by constituting the Court of Bankruptcy, having jurisdiction in any bankruptcy, the proper tribunal to decide all questions whatsoever affecting the estate to be administered, very considerable expense would be saved in very many cases where difficult questions had to be decided and adverse claims adjusted. And, further, it was quite reasonable that such courts should have conferred upon them the same powers as the Court of Chancery had in matters coming within its cognizance, and this was also given to such courts by sections 65 and 66, so as to give effect to the extended jurisdiction conferred upon the courts by the section we are discussing.

The intention of the Legislature then being such as we have pointed out, the second question arises, How far the section has been successful in accomplishing its objects, or in what respect it has failed therein? Now, upon the question of jurisdiction all the authorities agree that the courts of bankruptcy have the fullest and amplest jurisdiction to decide all questions in any bankruptcy, and, indeed, it could not have been held otherwise without expressly overruling the earlier cases of *Ex parte Anderson* and *Ex parte Cohen*. But in the later cases the Court of Appeal appears to have been startled at the extent to which the jurisdiction was assumed by the different courts in trying questions of magnitude and importance, as well as of great variety, which, under ordinary circumstances, would have had to have been tried by the ordinary tribunals of the land. And accordingly they fix upon the qualifying words in the section, "which the court may deem it necessary or expedient to decide," upon which to lay down a general rule against the assumption of the jurisdiction by the courts except in certain cases. The effect of these decisions taken collectively we will discuss presently, but before doing so let us consider shortly the effect of *Ellis v. Silber* and cases of the same class. The somewhat sweeping language used by Lord Selborne in that case may very well excuse the notion to which it gave rise, that the decisions in *Ex parte Anderson* and *Ex parte Cohen* had been disapproved by him; but a more careful perusal of his words demonstrates clearly that such was not his real intention, and that he was only dealing with the point as to whether the Court of Bankruptcy had exclusive jurisdiction in the matter so as to oust the Court of Chancery, in which court the action then before him had been brought. This was well and clearly explained by Lord Coleridge in the passage from his judgment in *Harris v. Halliday* which we quoted at the conclusion of our first article.

We have now to consider the effect of the last series of cases before the Court of Appeal, beginning with *Ex parte Dickinson*. The effect of these decisions, we think, we may sum up as follows:—Although the 72nd section of the Bankruptcy Act, 1869, confers upon courts of bankruptcy the fullest jurisdiction to decide all questions arising in any bankruptcy of which they have cognizance, such jurisdiction, so far as regards questions which, but for the bankruptcy,

would have to be decided in the ordinary courts of the realm, is only concurrent with such courts and does not oust them from having jurisdiction to determine the same matters; but the Court of Bankruptcy has power to assume jurisdiction in such cases if it thinks proper, and can accordingly restrain the parties from proceeding in any other court; but such power should not be exercised except in cases where, by the bankruptcy law, the trustee has a higher title than the bankrupt himself had, or cases involving some peculiar question of bankruptcy law, and not even in such cases where the amount at issue is large, or where the questions to be tried involve the characters of persons who desire the same to be tried by action in the ordinary way. Now, let us see what is the practical effect of this rule. In the first place, the exclusion of all matters not involving peculiar questions of bankruptcy law has, we think, the very sweeping effect of striking out the majority of cases which, by the section, the court has jurisdiction to decide in any bankruptcy. But if that is the result of the first part of the rule, the decisions in *Ex parte Armitage* and *Ex parte Price* still further reduce the balance of the cases which the court should assume jurisdiction to try to a very small number indeed. For, irrespective of the amount at stake (which will of course vary very considerably), in the great majority of cases where a trustee can claim property by a higher title than the bankrupt himself could have done, fraud is the very basis and foundation of such claim to a higher title. If the person attacked objects to the case being tried by the Bankruptcy Court, then, according to the decisions, that court must not assume jurisdiction to try it.

It is not our object, nor have we any desire, in pointing out what we consider to be the practical effect of the decisions—viz., to curtail the application of the powers conferred upon the courts by the Legislature—to complain of that effect. We have simply pointed out the result of the authorities in order to shew that the section has not been successful in achieving the objects so sanguinely anticipated when the Act was passed. And it is not uninteresting to compare the remarks upon the section made by the judges of the Court of Appeal in the earlier period of the Act with those made at a later time. Thus, in *Ex parte Baggs*, James, L.J., said:—"The Court of Bankruptcy is armed . . . with every power of a court of law and a court of equity, and there is not a single question stated to us as an important and difficult question arising in this matter which cannot be litigated before and determined by that Court of Bankruptcy which the Legislature has thought to be the proper tribunal for the determination of it, and in the ultimate result it would come to exactly the same Court of Appeal as if it had been determined in chancery, and to the same judges sitting under one name instead of under another." This is very true, but a somewhat different complexion is put upon the same point by Jessel, M.R., in *Ex parte Dickinson*, when he says, "It must be remembered that the decision of the Court of Appeal in Bankruptcy cannot be appealed from to the House of Lords except with the leave of the court;" and again by Lush, L.J., in *Ex parte Armitage*, when he remarks that "a county court is not a court frequented by the counsel who would be probably employed in cases like these." Then, with regard to the question of expense, the opinion of James, L.J., himself seems to have undergone a very great change between the times when he decided the case of *Ex parte Cohen* and when he gave judgment in *Ex parte Pannell*. In the former case he stated that the object of the section "was to prevent the assets of bankrupts from being frittered away in the costs of legal proceedings"; but in the latter case, in dealing with an argument which had been addressed to the court by counsel on behalf of the trustee, he stated, "It is said that the proceedings in the Court of Bankruptcy are much quicker and cheaper. According to my experience they are in many cases both expensive and dilatory. If this argument is well founded, it would apply to bankruptcy proceedings commenced in a county court, in which case there might be an appeal from a county court to the Chief Judge, and then an appeal from the Chief Judge to this court. That would not be a very economical or expeditious proceeding."

We have only now to consider the remaining question which we have propounded to ourselves—viz., in what manner the present law might beneficially be amended. In the Bankruptcy Bill introduced by Mr. Chamberlain this session, section 73 is proposed to be re-enacted with slight verbal alterations only by clause 94, and the following additional clause is also proposed:—

"94 (3) If any question of law arises in any bankruptcy proceeding in a county court which all the parties to the proceeding desire, or which one of them and the judge of the county court desire, to have determined in the first instance in the High Court, the judge shall state the facts, in the form of a special case, for the opinion of the High Court. The special case and the proceedings, or such of them as may be required, shall be transmitted to the High Court for the purposes of the determination."

By clause 95 also it is proposed that appeals from a county court shall be direct to the Court of Appeal. Will these two provisions be sufficient to make the section answer all the purposes for which it was originally designed? With the rules now definitely laid down by the Court of Appeal upon the section we are inclined to doubt whether such additional clauses would be sufficient for this purpose without some modification in the language of the section itself. So long as the words,

"which the court may deem it expedient or necessary to decide," remain unaltered in the section, so long, we take it, will the rules laid down in *Ex parte Dickinson* and subsequent cases be also in force, so that the proposal of clause 89, sub-clause 3 would not be likely to have much practical effect. But if the words in the section which we have quoted were altered so as to read, "which it may be necessary to decide," then, probably, the case would be very different, and we are inclined to think that such amendment, in conjunction with the clauses proposed by Mr. Chamberlain, would be most beneficial, both in point of expedition and of economy, notwithstanding the remarks of James, L.J., in *Ex parte Pannell* which we have quoted above. The point is one which, in any event, ought not to be lost sight of when the Bill is being discussed in committee.

THE CONVEYANCING ACT, 1881.

THE Council of the Incorporated Law Society have been asked to consider certain questions arising under this Act which are thought to be of professional importance:—

(1.) In one of them A. and B. acted for the vendors, and C. and D. for the purchaser. One of the deeds, forming part of the title comprised in the abstract delivered by the vendors' solicitors, contained a covenant to produce a deed of even date with the abstracting indenture. The deed covenanted to be produced was in the possession of a third party. The purchaser's solicitors required the original to be produced, and an abstract to be delivered. The vendors' solicitors, relying upon section 3, sub-section 6, of the Act, complied with this request, but intimated that, under this section, the expense must be borne by the purchaser. Subsequently, the purchaser's solicitors made certain requisitions arising upon the last-mentioned deed, and the vendors' solicitors in furnishing them with the answers to such requisitions, intimated that the expense thereby incurred must also be borne by the purchaser. The purchaser's solicitors admitted their liability to pay the costs of the production of the deed and also those of replying to such requisitions, but objected to pay the costs of the abstract, relying upon the ordinary rule that a vendor is bound to furnish a complete abstract.

The question was whether the costs of the abstract of the deed of even date covenanted to be produced should fall on the vendors or the purchaser.

The society has been advised by eminent counsel that section 3, sub-section (3), of the Conveyancing Act, 1881, only applies to a deed dated or made "before the time" prescribed for commencement of the title. If a deed of even date properly forms part of the deduction of the title, counsel is of opinion that the vendor must furnish an abstract at his own expense. For instance, an estate is in mortgage and is sold in lots to several purchasers, and the mortgage is reconveyed, and the conveyances are made to the purchasers by deeds of even date, containing a covenant for production of the reconveyance. On a subsequent sale, forty years or upwards after these conveyances to purchasers, the purchaser, unless expressly precluded, would be entitled to production and to an abstract of the reconveyance of even date; but, on the other hand, under a condition stipulating that the title should commence with one of these conveyances to purchasers, he would (as sub-section (3) does not apply) be entitled at his own expense (section 3, sub-section 6) to production of the reconveyance, but would, by the condition, be precluded from requiring an abstract, except at his own expense. The complete abstract to which a purchaser is entitled is an abstract complete from the time at which it is stipulated to commence. If the reconveyance in the case above supposed were dated the day before the conveyances to the purchasers, the subsequent purchaser, forty years afterwards, would be precluded by sub-section (3) from requiring production of the reconveyance. If the deed of even date forms no part of the deduction of title, counsel thinks the purchaser is not entitled to an abstract, except at his own expense.

(2.) There were also other questions to be considered—viz.:—

(i.) Whether, under an open contract made since the Conveyancing Act came into operation, the vendor is bound to produce at his own expense the title deeds in the possession of his mortgagee.

(a.) Where the property contracted to be sold is included in the mortgage;

(b.) Where the property sold has been released from the mortgage, and the mortgagee retains the deeds in respect of property other than that contracted to be sold; or,

Whether the purchaser is bound to pay the costs of the mortgagee's solicitors for producing the deeds.

(ii.) Whether trustees or mortgagees should only give an acknowledgment of right to production of deeds, or whether they should also undertake for safe custody. Mr. Wolstenholme, in his book on the Act, and Messrs. Brett and Clarke, in their book, state that trustees should not undertake for safe custody, and Messrs. Brett and Clarke seem to base their remark upon a note to the precedent

by trustees of a covenant to produce (in Davidson's *Precedents*, 4th edition), that trustees should not enter into a covenant entailing future liability; but as the precedent to which the foot-note is attached contains a covenant to keep the deeds safe, whole, and uncancelled, it would appear that the editor meant the word "future" to refer, not to the time from which the covenant is entered into, but to the period which would arrive after the deeds, the subject of the covenant, were parted with. As the acknowledgment and undertaking for safe custody under the Act impose no liability upon the parties entering into the undertaking after the deeds are parted with (which is considered to imply parted with properly), the effect of the undertaking seems to be the same as a limited covenant entered into before the Act, to produce and to keep the deeds safe, whole, and uncancelled.

With reference to these points counsel is of opinion that: (i.) Under an open contract, since the Conveyancing Act, the vendor is not liable to the expense of producing deeds in possession of the vendor's mortgagee in either of the cases mentioned—namely, (a.) where the property is included in the mortgage, or (b.) where the property is released from the mortgage—but the mortgagee retains the deeds, and the purchaser is bound to pay the costs of the mortgagee's solicitors of producing deeds. All these are expenses of production and inspection of documents not in the vendor's possession, within section 3, sub-section 6. (ii.) That trustees and mortgagees should only give the acknowledgment of right to production, and not the undertaking of safe custody. It is true that liability under the undertaking ceases when the undertaker ceases (in a proper manner) "to have possession or control," in consequence of the deeds being *rightfully* delivered to another; but if by neglect the deeds, while "in possession or control" of the mortgagee or trustees, are not kept "safe, whole, &c.," counsel thinks he would become liable under the undertaking, and is not bound to incur this liability, though he may be liable even without the undertaking.

The covenant referred to in Davidson's *Precedents* is prefaced by a declaration that it is not to make the covenantors liable in damages, and was, in counsel's view, intended to prevent any liability whatever on the part of the trustees to damages, but damages are the *only* remedy for not keeping deeds "safe, &c.," and the declaration is repugnant to the covenant, and, therefore, void: see *Williams v. Hathaway* (8 Ch. D. 544), a case subsequent to the publication of the precedent referred to, which may account for its form, which cannot now be considered correct. The part of the covenant as to safe keeping should be omitted.

REVIEWS.

MARRIED WOMEN'S PROPERTY ACTS.

THE MARRIED WOMEN'S PROPERTY ACTS, 1870, 1874, AND 1882. WITH COPIOUS AND EXPLANATORY NOTES. AND AN APPENDIX OF ACTS RELATING TO MARRIED WOMEN. By S. WORTHINGTON BROMFIELD, Barrister-at-Law. (Being the Fifth Edition of Griffiths' *Married Women's Property Acts*.) Stevens & Haynes.

Upon the whole, we are of opinion that this is the best work upon the subject which has been issued since the passing of the recent Act. Its position as a well-established manual of acknowledged worth gives it at starting a considerable advantage over new books; and this advantage has been well maintained by the intelligent treatment of the editor. The Appendix of Acts is also a useful feature; indeed, we have long been of opinion that a good appendix of cognate Acts is such a sweet boon that, in consideration of it, many sins might often be forgiven. We observe that the learned editor has no shadow of doubt that, upon the death intestate of a woman married after the commencement of the Act, the husband, if surviving, will be entitled (of course upon terms similar to those before the Act) to curtesy of her real estates of inheritance, and also to her personal estate, whether chattels, or chattels real, in possession, or *chores in action*. We incline strongly to the same opinion; but we think that it can hardly fail to be tested by litigation, and we are not quite satisfied, in the present case, with the learned editor's reasoning, especially upon the latter point. He repeats his opinion more than once. "Therefore if she [the wife] die intestate, her husband will succeed to her personal estate in possession and her chattels real in his marital right, . . . and to her things in action as her administrator" (p. 59), (subject to the payment of her debts. It is quite true that, by the common law, the husband takes his wife's chattels real by his marital right, and not as administrator; which gives the reason why he does not need any administration after her death in order to make out his title to them, and also why he can dispose of them at will during the coverture, though, if undisposed of, they will go to the wife, if surviving, by survivorship. But since the Act has undoubtedly postponed all claim of the husband until the wife's death—that is, until the determination of the coverture—we do not quite see how this claim can be founded upon the marital right, to which coverture seems to be

essential. Upon these grounds we incline to suppose that the husband's claim must in future (if the marriage has taken place after the Act's commencement) be restricted to his claim by administration.

THE ELECTRIC LIGHTING ACT.

THE ELECTRIC LIGHTING ACT, 1882, AND THE ACTS INCORPORATED THEREWITH. By CLEMENT HIGGINS and E. W. W. EDWARDS, Barristers-at-Law. Clowes & Sons.

We have no hesitation in pronouncing this to be by far the best of the three works which have appeared in connection with the Electric Lighting Act. The authors occupy the happy mean between the brevity of Mr. Fitzgerald and the prolixity of Messrs. Webb and Bower. The notes are not confined to legal, but give also general and scientific information, containing short extracts from the evidence given before the Select Committee upon whose report the Bill was founded, and a very useful estimate of the relative cost of gas and electric lighting, taken from the report of the Gas Committee to the Town Council of Birmingham. The only fault which we have to find is that this information occasionally takes up too many pages of notes, so as to render the continuous reading of the Act somewhat difficult, and the same remark applies to the incorporated statutes. The proper course would surely have been to relegate such bulky matter to separate places in the book.

CORRESPONDENCE.

THE "LAW LIST," AND "CALENDAR."

[To the Editor of the Solicitors' Journal.]

Sir,—Here we are with nearly eight weeks, or between a seventh and eighth part of the year, gone, and neither of the above-named publications is out, whilst the clerical, medical, and other directories are published by the first day of the year. The reason, no doubt, to be alleged is, that, as solicitors' annual certificates are renewable by law down to the 15th of December, it takes a couple of months and more after that date to issue the official *Law List*, and the Incorporated Law Society's *Calendar*; and the reason is probably a valid one, but why should not the certificate duty be made payable a couple of months earlier in the year, and so enable the publishers to get out the publications by the 1st of January in future?

All that would be required is to get the Inland Revenue authorities in their annual Omnibus Bill of the session to make the annual certificate duty payable during the month of September, instead of as at present in the month ending the 15th of December, and the thing is done. It will make no difference to the Government or Exchequer, and whilst for the first year the payment is made a little earlier, the future payments will be a twelvemonth apart as at present. I strongly commend the suggestion to the Council of the Incorporated Law Society of the United Kingdom, and the profession generally.

JOHN MILLAR.

Bristol, Feb. 22.

[Our correspondent will, probably, have received his calendar this week.—Ed. S.J.]

THE NEW FORM OF ADMINISTRATION ACCOUNT.

[To the Editor of the Solicitors' Journal.]

Sir,—When will these arbitrary changes respecting probate and administration end? For how long are we to be the sport of the Somerset House authorities?

I see by your issue of to-day's date that there is again to be a new departure as to the form of the affidavit, which would needlessly add to the many red-tape requirements for proving or administering, if it could only be acted on, which in a large number of cases is impossible, unless affidavits are by law allowed to be antedated.

You state that, according to a note appended to the new form, on and after the 1st of April, "published quotations, or brokers' certificates, or letters from the secretaries of companies showing medium selling price at the date of the affidavit," will be required. Now place the genius who framed this requirement at Penzance, 340 miles from London; the property to be valued consists of ordinary shares in the principal railways in England and Ireland, and I would ask him how he is to obtain any of the above alternative documents "showing the medium selling price at the date of the affidavit." I think even he would be puzzled, for there neither "published quotation" nor "broker" nor "secretary" would be found, and I don't suppose even he could create them.

I trust you will use your influence in obtaining an alteration in this last impracticable new departure, and with practical effect.

Feb. 24.

R. N. B.

COVENANTS IN LEASES.

[To the Editor of the Solicitors' Journal.]

Sir,—I should be obliged to any of your readers who would state his view upon the following point, that is, whether the words "heirs and

assigns," and "executors, administrators, and assigns," may, since the Conveyancing Act, 1881, be omitted throughout a lease in cases where they would have been used before that Act came into operation? Section 58 imports these words into covenants so far as relates to covenantees, and section 59 imports the word "heirs" so far as relates to covenantors. It does not, however, appear that the word "assigns" is imported as regards covenantors.

There are said to be three kinds of covenants—(1) covenants which touch and concern the thing demised, by which the assigns will be bound, whether mentioned or not; (2) covenants which concern something not in being at the time of the demise, by which assigns will only be bound where mentioned—e.g., to build a wall on the demised property; (3) covenants simply collateral, which do not bind the assigns, whether mentioned or not.

It would therefore still seem to be necessary, in any covenant falling within class 2, for the purpose of binding "assigns," that this word should be expressed.

E. L.

[See observations under the head of "Current Topics."—Ed. S.J.]

THE SETTLED LAND ACT.

[To the Editor of the Solicitors' Journal.]

Sir,—With reference to the recent case of *Wheelwright v. Walker* and your comments thereon, it seems to me that in deciding that case on the definition of "trustees of a settlement" for the purpose of receiving notice under section 45, section 63 has escaped attention. This section contains another definition of the "trustees of the settlement"—viz., "my persons who are for the time being trustees for sale of the settled land." These words seem to go further than the definition in section 2, sub-section 8, which is, the persons who are for the time being trustees "with power of sale of settled land." The trustees in *Wheelwright v. Walker*, although perhaps not trustees with power of sale, are certainly trustees for sale, and as such would be trustees for the purposes of the Act, and entitled to receive notice under section 45.

E. LAKE.

[In considering section 45, which uses the words "each of the trustees of the settlement," it was necessary to refer to section 2, sub-section 8, where the sense in which that phrase is used by the Act is especially defined. But there seems no need to refer to section 63, the scope of which is limited to the class of settlements therein treated of, among which the settlement in *Wheelwright v. Walker* was not comprised.—Ed. S.J.]

BANK HOLIDAYS.

[To the Editor of the Solicitors' Journal.]

Sir,—I shall feel obliged if any of your readers will give me his opinion on the point raised in the following statement.

By the Spalding Improvement Act, with which "the Commissioners' Clauses Act, 1847," is incorporated, it is enacted that the annual election of the commissioners shall take place on the 25th of March in each year, provided that when that day "shall fall on a Sunday or Good Friday, or a day appointed for a general fast or thanksgiving, the following day shall in all cases be substituted." And the Commissioners' Clauses Act provides that the chairman or some other commissioner shall be the returning officer at such election, and that the assistant overseer or rate collector shall attend at such election, in order to assist in ascertaining the qualification of voters, &c. The clerk to the commissioners is also required by them to attend the election.

It happens that this year the 25th of March does fall on a Sunday, and therefore, under the above-mentioned statutes, the election would take place on the following day, Monday, the 26th.

By the "Bank Holidays Act, 1871," s. 3, it is enacted that "no person shall be compellable to make any payment, or to do any act upon such Bank Holidays—viz., Easter Monday, &c.—which he would not be compellable to do or make on Christmas Day or Good Friday; and the obligation to make such payment and do such act shall apply to the day following such Bank Holiday. And the making of such payment and doing such act on such following day shall be equivalent to payment of the money or performance of the act on the holiday."

Now, this year, the 26th of March happens to be Easter Monday and Bank Holiday.

The question is whether, under the circumstances above set out, the election of commissioners under the Spalding Improvement Act first referred to should be held on the 26th of March, as fixed by the Spalding Improvement Act, that day being a Bank Holiday; or whether such election should be held, and would be legally held, on the day following the Bank Holiday—viz., Tuesday, the 27th of March?

C. F. R.

P.S.—One-third—viz., five commissioners go out of office, and five are elected annually. If the election on the 27th of March were proved illegal, such inconvenience and probable disputes as to the acts of the board (fifteen) might arise.

Spalding, Feb. 24.

TO CORRESPONDENTS.—A SOLICITOR.—Our correspondent's question has been referred to the author of the book.

CASES OF THE WEEK.

COMPOSITION RESOLUTIONS—REGISTRATION—POWER OF COURT TO VACATE.—RESOLUTIONS PASSED CONTRARY TO INTENTION OF DEBTOR.—BANKRUPTCY ACT, 1869, ss. 126, 127.—In a case of *Ex parte Mallor*, before the Court of Appeal on the 22nd ult., a question arose incidentally as to the power of the court to vacate the registration of composition resolutions. Section 127 of the Bankruptcy Act, 1869, provides that the registration of composition resolutions shall, in the absence of fraud, be conclusive evidence that the resolutions were duly passed, and all the requisitions of the Act in respect of them complied with. In the present case, the application to the court was made under sub-section 12 of section 126 to adjudicate one of two partners a bankrupt, on the ground that difficulties had arisen which rendered it impossible to carry out a composition to which the creditors had agreed. The debtors carried on business in London and in New York, one of them managing the business in London, and the other managing the business in New York. The American partner had failed to carry out the provisions of the composition resolutions, and the creditors then applied for an adjudication against both partners. The English partner consented to an adjudication against himself, but the American partner resisted the application, one of his objections being that the composition resolutions, which accepted an arrangement offered by the English partner, on behalf of both, were not such as the American partner had authorized the English partner to offer. No application had been made to vacate the registration of the resolutions, and it was urged that by virtue of section 127 the registration was conclusive of the validity of the resolutions in the absence of fraud. The court (JESSEL, M.R., and LINDLEY and BOWEN, L.JJ.) made the adjudication. JESSEL, M.R., said that, the resolutions being registered, so long as the registration remained the court could not listen to the objection that the debtor had never consented to them. As it was clear that the composition could not be carried out, it was the duty of the court to exercise the judicial discretion given to it by sub-section 12 and to make the adjudication. His lordship, however, intimated an opinion that the debtor might, if he had applied in due time, have had the registration vacated on the ground which he suggested.—SOLICITORS, W. H. PHILAN; THEO. HEWITT.

BUILDING SOCIETY—DISPUTE BETWEEN SOCIETY AND MEMBER—ARBITRATION—BUILDING SOCIETIES ACT, 1874 (37 & 38 VICT. c. 42), s. 34.—In a case of *Hack v. The London Provident Building Society*, before the Court of Appeal on the 24th ult., a question arose as to the reference to arbitration of a dispute between a building society and one of its members. The rules of the society were certified by the registrar under the Act of 1874, and rule 78 provided that "a reference of every matter in dispute between the society or any person acting under them, and any member or person entitled to claim on account of any member, in which the resolution of the board shall not be deemed satisfactory, shall be made to arbitration by the registrar." The plaintiff became a member of the society in May, 1881, upon obtaining a loan for £600, of which £400 was advanced upon the security of a mortgage to the society of certain premises, with a covenant that he would, during ten years, pay the society forty quarterly payments of instalments and other moneys which, under the rules of the society, should become due. The payments under the deed having fallen into arrear, the premises were sold by the society for £500, and they claimed against the plaintiff, upon an account rendered, the total amount of quarterly repayments for the period of ten years. The plaintiff brought the action for an account of moneys received by the society and of moneys which, at the time of the sale, were owing on the security, with certain consequential directions. The society took out a summons, asking that the action and all matters in question therein should be referred to the Registrar of Building Societies for arbitration, pursuant to rule 78, and that the proceedings in the action should be stayed. Pearson, J., on the authority of *Wright v. The Monarch Investment Building Society* (L. R. 5 Ch. D. 796), ordered that the action should be referred to arbitration as mentioned in the rules and the Act of 1874. The Court of Appeal (JESSEL, M.R., and LINDLEY, L.J.) affirmed the decision. JESSEL, M.R., said that the question depended entirely on the construction of the 34th section of the Act of 1874. He had always been of opinion that, where the words of Acts of Parliament were clear, the court did not derive any assistance from considering the sections of previous Acts of Parliament on a similar subject. Where the words were ambiguous it was different. In the present case the words of the Act were quite plain, that, if the rules so provided, in all disputes between the society and any member, recourse was to be had to the arbitration of the registrar. It was contended that the rule only applied to disputes relating to a member in his character of a member, and did not apply to a dispute which related to the rights of a member who had executed a mortgage to the society. But, in the first place, there was no limitation as to the nature of the dispute, and it was to be supposed that the Legislature had considered that they had appointed a competent tribunal for trying all such questions by naming the registrar; and, in the second place, the present dispute did relate to the member in his character of member. For the mortgage was made by the mortgagor as an advanced member to secure his subscriptions and fines, and in the deed he agreed to be bound by the rules of the society. LINDLEY, L.J., concurred.—SOLICITORS, PEARCE & BROAD.

ADJUDICATION OF BANKRUPTCY—JURISDICTION—EXISTING SCOTCH SEQUESTRATION—DISCRETION OF COURT.—In a case of *Ex parte Robinson*, before the Court of Appeal on the 22nd ult., a question arose as to the jurisdiction to adjudicate bankrupt a debtor against whom there was a subsisting prior

Scotch sequestration. In May, 1880, the debtor went to reside in Scotland, and on the 6th of August, 1881, a decree was made there sequestrating all his estate in Scotland and elsewhere as from the 27th of July, 1881. A trustee was appointed under the sequestration, who took possession of the debtor's assets in Scotland. He had no real estate. In July, 1877, a creditor had commenced an action against him in England for a debt of £26. The action was not tried till the 6th of November, 1881, when a verdict was found for the plaintiff for the debt and costs. The plaintiff was not aware of the Scotch sequestration until the 28th of October, 1881, when his solicitor was informed of it by the debtor's solicitor. The costs were afterwards taxed at £89, and judgment was signed for the debt and costs on the 18th of February, 1882. On the 22nd of June, 1882, a debtor's summons was issued for the judgment debt. It was not complied with, and a bankruptcy petition founded on it was presented against the debtor, and the registrar made an adjudication, notwithstanding the objection was taken that the Scotch sequestration was not closed, and the debtor had not obtained a discharge. It did not appear that the debtor had any assets in England, nor that he had any debts contracted since the sequestration. The Court of Appeal (JESSEL, M.R., and BAGGALLAY and LINDLEY, L.J.J.) discharged the adjudication. JESSEL, M.R., said he had no doubt about the jurisdiction of the court; that point was settled by *Ex parte McCulloch* (28 W. R. 935, L. R. 14 Ch. D. 716, 24 SOLICITORS' JOURNAL, 652). But some reason must be shown for exercising the jurisdiction, and the mere existence of a bankruptcy in Scotland or in Ireland would *prima facie* be a reason for not exercising it. Here the Scotch sequestration was not closed, and it did not appear that there were any subsequent debts or any assets in England. There was no reason for exercising the jurisdiction. An adjudication would be altogether a vain thing. It might embarrass the proceedings in Scotland, and could be of no use to any one. BAGGALLAY and LINDLEY, L.J.J., concurred.—SOLICITORS, P. W. Nazer; A. G. Ditton; Travers Smith & Braithwaite.

SOLICITOR—COSTS—TAXATION—6 & 7 VICT. C. 78.—In a case of *In re Hanna*, before the Court of Appeal on the 23rd ult., a question arose as to taxation of costs. On the 24th of August, 1882, a client obtained against the administratrix of his deceased solicitor the common order for delivery of her bill of costs, and for taxation of the bill, and that on payment of the taxed amount, or in case it should appear that nothing was due from the client, the administratrix should deliver to the client on oath all papers and documents in her custody or power belonging to him. The administratrix afterwards applied to Chitty, J., to discharge this order, on the ground that she made no claim for costs against the client, and Chitty, J., on the statement of her counsel at the bar that she had no bill of costs to deliver as against the client, and an undertaking on her behalf to make an affidavit of what documents and papers she had in her custody or power belonging to the client, and forthwith to deliver over the same to him, ordered that all further proceedings under the order for taxation should be stayed, and that the parties respectively should bear their own costs of the application. This order was affirmed by the Court of Appeal (JESSEL, M.R., and LINDLEY, L.J.J.).—SOLICITORS, Wainwright & Baillie; Lovell, Son, & Pitfield.

VENDOR AND PURCHASER—STOPPAGE IN TRANSIT—END OF TRANSIT—DESTINATION OF GOODS—CONSTRUCTIVE DELIVERY—CARRIERS HOLDING AS WAREHOUSEMEN.—In the case of *Kendall v. Marshall, Stevens, & Co.*, in the Court of Appeal, No. 1, on the 27th ult., the question arose as to whether there had been such a constructive delivery to the vendee as to defeat the vendor's right of stoppage *in transitu*. The facts were that a Mr. Loeffler, who carried on business at Manchester under the style of Higginbottom & Co., ordered some cotton waste of Ward & Co., at Bolton. On November 12 Ward & Co. telegraphed to Mr. Loeffler that the goods were ready for delivery, and on the same day Mr. Loeffler ordered the goods to be delivered to Marshall, Stevens, & Co., his shipping agents, at Garston. On the same day he directed these agents, the defendants, to ship the goods, on their arrival, to Rouen. On November 13 the vendor delivered the goods to the London and North-Western Railway to the order of the defendants at Garston. The goods arrived on November 15, and were unloaded and placed in the sheds of the railway company, who gave notice to the defendants that they no longer held the goods as carriers, but as warehousemen, at consignee's risk. The defendants then wrote to Mr. Loeffler to ask if he required a bill of lading, and he replied that he did. On November 18 Mr. Loeffler filed a petition in liquidation, and the vendor thereupon telegraphed to the defendants to stop the goods, if not shipped. The goods, which were still in the sheds of the railway company, awaiting the next steamer to Rouen, were accordingly delivered to the vendor. For this delivery the plaintiff, the trustee of Mr. Loeffler, sued the defendants for damages. The case was tried before Mathew, J., who gave judgment for the defendants. His lordship was of opinion that the defendants had charge of the goods under a contract which made Rouen the place of destination, and that when the notice to stop was given the goods were not in the possession of the buyer or of his agent authorized to receive them (see 30 W. R. Dig. 205). From this decision the plaintiff appealed. The court (BRETT, COTTON, and BOWEN, L.J.J.) reversed the judgment appealed from. BRETT, L.J., said the end of the transit may not be that contemplated at the commencement of the transit, for if the vendee or his agent takes possession of the goods, so as to take them out of the transit, the transit is at an end, although the goods have not arrived at the place where they were at first intended to arrive. In the case in question, the only order given by the vendee to the vendor was to deliver the goods to the order of the defendants at Garston. If it had been an order to forward the goods to the defendants, and to order them to send the goods to Mr. Loeffler at Rouen, his lordship would have thought the transit would have been from Bolton

to Rouen, and that between those places the right to stop might have been exercised, unless something had intervened, at Garston, to put an end to the transit previously ordered. But here the defendants could not be said to be the agents of the vendor, but they were ordered by the vendee to receive the goods from the railway company, and to forward them to him at Rouen. The case was not to be determined, as suggested, by the intention of the vendee at the time the goods were started, but it depended upon what was to be the transit from the vendor to the vendee, either to his actual possession, or to that of his agent authorized to receive the goods at the ending of the transit. The moment the goods were received by the defendants at Garston by the authority of the vendee, and not by the authority of the vendor at all, the defendants held them as the agents of the vendee. The goods were then in the constructive possession of the vendee at the end of the transit from the vendor to him. The moment the notice of the railway company to the defendants took effect, the latter had control of the goods as agents of the vendee, and the right of the vendor to stop *in transitu* ceased. COTTON, L.J., was of the same opinion. The case was within the principle of *Dixon v. Baldwin* (3 E. 178). It was immaterial to consider what the parties intended to be the place where the goods were to be delivered and possession taken by the vendee; for he might take possession, not by following the course indicated, but by interfering with the transit. BOWEN, L.J., said that though the defendants were agents of the vendee to forward to Rouen, they were also his agents to take possession from the carriers who were employed, on the request of the vendee, to carry the goods from the vendor to the vendee.—SOLICITORS, Addleshaw & Warburton; Wainley & Samuels, for Richardson & Marshall.

ARBITRATION—INJUNCTION TO RESTRAIN—ACTION COMMENCED—ELECTION—JUDICATURE ACT, 1873, s. 25, SUB-SECTION 8.—In case of *The North London Railway Company v. The Great Northern Railway Company*, before the Court of Appeal, No. 1, on the 22nd ult., a novel point arose as to the jurisdiction of the court, and the interpretation of section 25, sub-section 8, of the Judicature Act, 1873, with reference to the power to issue an injunction to restrain an arbitration where an action involving the same question has been commenced. It appeared that an agreement had been entered into by the plaintiff and defendant companies with reference to working suburban passenger traffic from certain of the defendants' stations over a junction line to the plaintiffs' railway, and for the exchange of traffic between the companies. One clause provided that "any questions or differences arising under this agreement shall be referred to arbitration, pursuant to the Railway Companies Arbitration Act, 1859." An accident having occurred to several of the plaintiffs' trains carrying the defendants' passengers, the defendant company became liable to pay a large sum of money to the injured passengers. This they sought to recover, wholly or in part, from the plaintiff company, and gave notice to them to appoint an arbitrator under the agreement before referred to. The plaintiffs appointed an arbitrator under protest, maintaining that the accident arose from the negligence of the defendants' servants, which was not one of the cases contemplated in the agreement, and that therefore the ordinary tribunal was the proper one to decide the merits of the case. On this ground the plaintiffs brought an action against the defendants for the damage to their trains, and in that action the defendants counter-claimed for the sum they were liable to pay to the injured passengers. The plaintiffs then moved for an injunction to restrain the defendants from proceeding with the arbitration. The Divisional Court (Field and Stephen, JJ.) held that the plaintiffs were entitled to an injunction, on the ground that the question in dispute did not fall within the terms of the agreement. The Court of Appeal (BRETT and COTTON, L.J.J.) allowed the appeal. BRETT, L.J., after a review of the facts, said it was argued that the plaintiffs have a right to keep their injunction, because the matter referred was not included in the terms of the agreement between the companies, and that the arbitrator would, therefore, have no right to bind them, and that the arbitration would, consequently, be futile, and cause delay. On the other hand, it was argued that if the proceeding was beyond the arbitrator's jurisdiction, the other party might stay away from the proceedings. There was nothing vexatious, since no injury could accrue to the plaintiffs, who would not be prevented from going on with their action. The question was, Could the court issue an injunction? Before the Judicature Act, neither a court of chancery nor of common law could do so where, if the matter went on, no legal injury would arise. In the present case the fact of the appellants going on with the arbitration would give rise to no legal injury. He doubted whether any court could have put the parties to election as to their remedies; it was, therefore, a case where there was no remedy. There could be no prohibition, no injunction, no putting to election. Could it then be said that by section 25, sub-section 8, of the Judicature Act, 1873, the court could and should issue an injunction? There had been cases which showed that the power had been enlarged; but he thought the Act had not altered any jurisdiction of any court, but only the procedure of some. He doubted the decision in *Asiatic v. The Corporation of Southampton* (L. R. 16 Ch. D. 143). This proposition, at least, appeared to be true, that sub-section 8 did not give a right to any party which he did not possess before, and therefore the court had now no right to enjoin in a case where there was before no right at law or in equity to do so. But there was no such right before the Act. COTTON, L.J., in concurring, said:—If section 25, sub-section 8, was intended to give the great power claimed for it, it was singular that it should be confined to interlocutory orders. It really only gave to all the divisions of the High Court a power to exercise all the powers previously exercised by different courts, only giving a power to enforce a right enforceable before in some court. In no case had the Master of the Rolls laid down a different rule.—SOLICITORS, Paine, Leyton, & Pollock; Nelson, Barr, & Nelson.

FRAUDULENT PREFERENCE—STATUTORY TEST—BANKRUPTCY ACT, 1869, s. 92.—In a case of *Ex parte Griffith*, before the Court of Appeal on the 13th ult., the question arose how far the court will have regard to the old decisions on "fraudulent preference," now that the subject has been specifically dealt with by statute. Section 92 of the Bankruptcy Act, 1869, provides that, "Every conveyance or transfer of property or charge thereon made, every payment made, every obligation incurred, and every judicial proceeding taken or suffered by any person unable to pay his debts, as they become due, from his own moneys in favour of any creditor, or any person in trust for any creditor, with a view of giving such creditor a preference over the other creditors, shall, if the person making, taking, paying, or suffering the same, becomes bankrupt within three months after the date of making, taking, paying, or suffering the same, be deemed fraudulent and void as against the trustee of the bankrupt appointed under this Act; but this section shall not affect the rights of a purchaser, payer, or incumbrancer in good faith and for valuable consideration." In the present case, the circumstances were these:—Wilcoxon, a trader, had employed Griffith as his traveller for upwards of thirty years. Griffith's salary was allowed to fall into arrear, and in 1875 he obtained from Wilcoxon an authority to deduct the arrears out of moneys which he might receive from customers of the firm in the course of his travelling. The authority was partially acted on, but the balance due to Griffith continued to increase, and at length £2,300 was due to him. On the 29th of June, 1881, while Griffith was on his travels, Wilcoxon wrote to him as follows:—"I think your immediate presence in London is very desirable, as matters are in a very grave position as regards money, and we can hardly say what steps we may find it necessary to take. Even if we meet our usual Saturday's engagements, we have other pecuniary claims we cannot see our way to meet, as also the acceptances maturing on Monday." On the receipt of this letter Griffith returned to London and saw Wilcoxon, and, after some discussion, asked him to give him an authority to receive certain specific debts due from customers, amounting to £2,300. This Wilcoxon at first refused to do, but ultimately, on the 14th of July, he gave Griffith a written authority to receive certain debts, amounting to £1,044, in part payment of the sum due to him, and notice of this authority was given to the customers who owed the debts. On the 15th of July, Wilcoxon signed a liquidation petition, which was filed on the 18th of July. Under this authority Griffith received certain moneys, which the trustee in the liquidation claimed on the ground that the transaction amounted to a fraudulent preference. Mr. Registrar Pepps ordered Griffith to pay the money to the trustee, and this decision was affirmed by the Court of Appeal (JESSEL, M.R., and LINDLEY and BOWEN, L.J.J.). JESSEL, M.R., said that the case was a plain one, and was within the very words of the statute. There was no obligation on Wilcoxon to assign these debts to Griffith, and he did assign them on the very day before he signed his petition. Under what circumstances did he do this? He owed Griffith a large sum of money. He had previously given him an authority to collect debts due from customers and apply them in payment of the debt due to him. Then, on the 29th of June, he wrote the letter to Griffith in which he said as plainly as possible, "I can't go on; I can't meet my bills; come up to London. I must fail." The argument was put first on the ground that this letter was a revocation of the prior authority to collect the debts. It certainly was not that. Then Griffith came to London, and had an interview with Wilcoxon. He asked him whether he could not give him a preference for that was what it came to, and he asked him to assign those debts to him as security. There was not a pretence for saying there was anything more than a request by Griffith for a preference. It was said there was a refusal by Wilcoxon. He said, "I can't do that." But just on the eve of filing his petition he did assign those debts to Griffith. For what purpose? To give him a preference. Sitting as a jury, his lordship thought that the registrar was quite right in saying that Wilcoxon was influenced, not by the demand for a preference, but by his desire to accede to it. That was within the very words of the statute. His lordship would not go into a long discussion of the question whether the old law had been changed by the statute. If the court was of opinion that the payment was made with the view of giving a preference to the creditor, why should they not apply the statute? If the payment was made with another view it was not within the statute. If the payment was made with the view to prefer the creditor and with some additional view, it might not be within the Act. But the additional motive might be so trifling that it ought not to be taken into account. His lordship thought it was better that in all these cases the court should look to the statute, and not entangle themselves with an inquiry what the law was before the statute. By the statute the law had been put into a definite shape and form, and the court ought to construe the words of the statute. But even under the old law his lordship thought the present case was a plain one of fraudulent preference. LINDLEY, L.J., said the case was a remarkable illustration of the danger of substituting one standard for another. The duty of the court was to construe section 92, and he emphatically protested against being led away from the words of the section by an argument that the standard laid down by the Legislature was equivalent to the standard of the old law. That might be so, but the language of the statute was different, and the duty of the court was to construe it. The old decisions were useful as guides, but they must not be substituted for it. In the present case, having regard to the letter of June 29, the court was driven to the conclusion that the security was given with a view to prefer Griffith. BOWEN, L.J., said that he would like to pause in the current of judicial decisions for the last thirteen years, and to take note of the position in which the court was placed. As every one was aware, there was for many years no statutory enactment as to fraudulent preference. But from the time of Lord Mansfield the courts had considered certain transactions a fraud on the bankruptcy law. After many years the Bankruptcy Act of 1869 explained what was meant by a fraudulent preference, and it used very definite language. The course of subsequent judicial decisions had been very unfortunate, for it had a tendency to lead the courts away from the true question. The first question raised was whether the Act had altered the old law, and the courts

came to the conclusion that it had not. Then began what might be called the old metaphysical exploration, and the courts had been drawn into questions of pressure and volition, and in the present case there had been a discussion of what was meant by a motive of a motive. His lordship thought it was the wiser policy to go back, as he would do, in a humble spirit to the words of the statute. He thought the assignment in the present case was made with a view to prefer Griffith; he thought it was made with the view to prefer him. But, as the Master of the Rolls had said, this was not enough, and in order to give the *coup de grace* to it, his lordship, sitting as jurymen, thought the assignment was made with the sole view of giving Griffith a preference.—*SOLICITORS, Reed, Lovell, & Reed; H. Montagu.*

SUIT FOR DIVORCE—PREVIOUS DECREE FOR JUDICIAL SEPARATION—DELAY.—In a case of *Mason v. Mason*, before the Court of Appeal on the 13th ult., the question arose whether a husband was precluded from obtaining a divorce on the ground of his wife's adultery, by reason of his delay in applying to the court. The petitioner, who was in humble life, was married to the respondent in 1871, and in 1876 the respondent left home for a few days in company with the co-respondent. The petitioner forgave this act of adultery, but in March, 1877, the respondent again fell under the influence of the co-respondent and refused to return to her husband. In 1878 the petitioner filed a petition for judicial separation, in which he claimed damages against the co-respondent for the adultery. In November, 1878, a decree for judicial separation was made and £50 was awarded as damages. The respondent and co-respondent continued to live together, and in March, 1882, the petitioner filed another petition, claiming a dissolution of his marriage by reason of the adultery committed since the former suit. He explained that he had not asked for a dissolution of marriage in the former suit because he then hoped and thought that his wife would come back; he had forgiven her once. The petition was not opposed, but Hannen, P., dismissed it on the ground that the petitioner had been guilty of unreasonable delay (*vide* 31 W. R. 184, L. R. 7 P. D. 239). The Court of Appeal (JESSEL, M.R., and LINDLEY and BOWEN, L.J.J.) allowed the petitioner to be called to give further explanation of his delay, and he then stated that in 1878 he was a warehouseman at a salary of twenty-six shillings per week, and with the exception of £60 he had no property. He had had to pay £82 for the costs of the first suit. He took no steps to recover the damages awarded or the costs from the co-respondent, as he had no money left but his weekly salary after paying the £82. He did not take the proceedings for a dissolution earlier because he had no money. He also hoped his wife would have come back to live with him after the decree for judicial separation. Upon this evidence the court held that the delay had been sufficiently accounted for, and that the petitioner was entitled to a dissolution of marriage.—*SOLICITORS, Gregory, Rowcliffe, & Co.*

SETTLEMENT—CONSTRUCTION—TRUSTS DECLARED BY REFERENCE—INTRODUCTION OF HOTCHPOT CLAUSE.—In a case of *Smyth-Pigott v. Smyth-Pigott*, before Fry, J., on the 21st ult., a question arose as to the effect of a declaration of trust made in one settlement by reference to the trusts of another settlement. Mr. and Mrs. Smyth, who afterwards took the additional name of Pigott, were married in 1817. On that occasion a sum of £30,000 consols was settled on trust for the husband and wife successively for life, with a power of appointment in favour of children of the marriage, and, in default of appointment, on trust as to the capital for such of the children as should attain twenty-one years of age. The settlement did not contain any "hotchpot" clause. There were nine children of the marriage. Four appointments of £6,000 each were made in favour of four of the children from time to time. On three of these occasions a provision was inserted in the deed of appointment supplying the want of the "hotchpot" clause. The fourth of the appointments was made in 1844 to a daughter, in contemplation of her marriage with a Mr. Wellington, and the appointed fund was reconstituted by a deed contemporaneous with the appointment, on trust (*inter alia*) that, in case there should be no children of the intended marriage, the fund should, after the death of Mr. and Mrs. Wellington, be held on the trusts of the settlement of 1817, or such of them as should be then subsisting or capable of taking effect. The remainder of the funds subject to the trusts of the original settlement was appointed to one of the three other children to whom appointments had already been made, and on the death of the beneficiary for life the funds were divided and the trusts wound up. Mrs. Wellington survived her husband, and died in 1892, leaving no children. This action was brought for the administration of the trusts of the Wellington settlement, and there were two questions to be decided. One was whether the gift over was capable of taking effect, or whether there was a resulting trust in favour of Mrs. Wellington. The other question was whether, if the Wellington funds were to go according to the trusts of the original settlement, the "hotchpot" clauses in the appointments would apply. Fry, J., held, in the first place, that the Wellington funds were subject to the trusts of the original settlement, which, if not subsisting, were capable of taking effect; and, in the second place, that they were subject to all the actual incidents to which they would have been subject if not taken out of the original settlement; and that the "hotchpot" provisions introduced by the various appointments took effect, and the funds, therefore, went to those children of the original settlor who had not received appointed shares.—*SOLICITORS, R. F. Bramhall; Benham & Tindell.*

WILL—CONSTRUCTION—GIFT TO "ANY HUSBAND" OF DAUGHTER—DIVORCED HUSBAND OF DAUGHTER.—In a case of *Bullmore v. Wynter*, before Fry, J., on the 22nd ult., a curious question of will construction arose. A testator directed the trustees of his will to hold one-third of his residuary estate on trust for his daughter for her life for her separate use, and after her

death on trust for any husband with whom she might intermarry, if he should survive her, for life. In 1867 the daughter married a Mr. Barber, who died, and in 1872 she married a Mr. Wynter, who afterwards obtained a divorce from her, and she died in 1882. Wynter subsequently married again. The question was whether, under the circumstances, Wynter took a life interest in one-third of the testator's residuary estate. FRY, J., said that the words of the gift were, "for any husband with whom she might intermarry if he should survive her." Wynter was a husband with whom the testator's daughter intermarried, and he survived her. He answered all the description of the object of the testator's bounty. But it was said that he must survive the daughter as husband—that is, must have been her husband at the moment of her death—in order to take. It was enough to say that no such words were to be found in the disposition. It was not probable that the testator contemplated the events which had happened. If he did, he had said nothing to exclude Wynter. Some difficulty had, however, been created from a consideration of the result which might have happened under other contingencies. The lady might have married again, and left a third husband surviving her, or she might have left a large number of persons surviving her who had been her husbands, and there would have been more than one person who fulfilled the description in the will. Then this difficulty would have arisen—while the testator contemplated that only one person should take, there might have been several persons who equally satisfied the description of the object of the gift. It appeared, however, to his lordship that he was not at liberty to give such effect to these possible difficulties as to overrule the plain words of the will. He held, therefore, that Wynter was entitled to the life interest.—SOLICITORS, *F. Cotton; Palmer, Eland, & Nettleship.*

BILL OF SALE—SPECIFICATION OF INTEREST—BILLS OF SALE ACT, (1878) AMENDMENT ACT, 1882 (45 & 46 VICT. C. 43), s. 9.—In the case of *Wilson v. Kirkwood*, before Chitty, J., on the 23rd ult., a question was raised as to the validity of a bill of sale under section 9 of the Bills of Sale Act, (1878) Amendment Act, 1882, which enacts that a bill of sale shall be void unless made in accordance with the form in the schedule annexed to the Act; the form in the schedule of the Act is a statutory assignment of chattels "by way of security for the payment of the sum of £ and interest thereon at the rate of £ per cent. per annum (or whatever else may be the rate)," and contains a statutory covenant for payment by the mortgagor of "principal and interest by equal payments of on the day of (or whatever else may be the time or times of payment);" and there is also a subsequent and further bracketed direction as follows:—"Here insert terms as to insurance, payment of rent, or otherwise, which the parties may agree to for the maintenance or defence of the security." The bill of sale, which was dated the 16th of December, 1882, purported to be given by way of security for the payment of £100, being the amount advanced, and the sum of £76, being the interest agreed to be paid for the said advance, and under which the mortgagors agreed to pay to the mortgagee the said principal sum, together with the agreed interest thereon, by sixteen equal consecutive quarterly instalments of £11 each, the first instalment to be paid on the 16th of March, 1883. The bill of sale authorized the mortgagee in the events permitted by the 7th section of the statute, including the event of the mortgagors failing, without reasonable excuse, upon demand in writing by the mortgagee, to produce to him the last receipts for rent, to enter into the mortgagors' premises and take possession of and sell the chattels comprised in the security, and out of the proceeds of sale pay themselves the principal and interest secured, or so much as should be unpaid, together with costs and necessary outgoings. The mortgagors having failed in the respect last mentioned, the mortgagee entered and seized, although nothing as yet was actually due under the bill of sale. The mortgagors moving for an injunction, it was contended on their behalf that the Act, which was for the protection of the humbler classes of borrowers, should be strictly interpreted, and that the bill of sale was void as containing no specification of the rate of interest secured. It was said that, not only was no rate of interest mentioned in the instrument, but also the rate could not be definitively and once for all ascertained, for, although it was true that if the instrument at the end of four years ran out peaceably, £176 would have been paid for £100 according to the terms specified, yet it was impossible to ascertain beforehand when any of the events which authorized a hostile enforcement of the security might occur, and therefore impossible to form any conception whatever of the present value of the future sum recoverable. CHITTY, J., said that the language of the 9th section of the Act did not require the appended form to be literally adopted. All that it did require was that the bill of sale should be in accordance with the form. A perusal of the form itself showed clearly that variations were contemplated, and the only question which therefore could arise was whether there had or had not been a substantial compliance with the form. In the instance before the court it was true that no rate of interest had been mentioned in the instrument, but it would be a strange and unwarrantable construction of the Act of Parliament if the court were to hold that a bill of sale was void because it did not state in so many words what rate of interest was to be actually paid, when the instrument showed plainly what the total amount could, at the utmost, be, and when, moreover, the Act itself contained no provision precluding the most extravagant charges being made by way of rate of interest. There was, no doubt, in the case before the court, some difficulty in breaking up the sum so as to define the rate of interest after default made, but when such an event happened it could at once be ascertained, and, therefore, even now, as *id certum est quod certum reddi potest*, such a mode of payment as that prescribed by this instrument must be said to be a fixed payment of interest. Moreover, the manner of payment seemed to fall within the direction in the form which related to the insertion of terms agreed upon for the maintenance of the security. The motion therefore failed.—SOLICITORS, *Hamlin, Grammer, & Hamlin; W. F. Watson, for H. T. Milner, Sheffield.*

TRADE-MARKS—REGISTRATION—COSTS—REFUSAL OF REGISTRAR—COTTON GOODS, CLASS 23—TRADE-MARKS RULES, 1875—1877, RE. 6C, 59, AND 62—RULE OF THE 15TH OF AUGUST, 1878.—In the case of *In re John Clarke, jun., & Co.'s Trade-Mark*, before Chitty, J., on the 16th ult., a motion was made by a firm of sewing cotton manufacturers of Manchester and Glasgow that the leave of the court might be given for the registration of a new mark consisting of a representation of an elephant on a crest bar, with the words "Coton de Luxe" below it, as a trade-mark in respect of sewing cotton wound on spools or reels in class 23. The applicants were also the registered proprietors of an old mark consisting of an elephant on a crest bar without any words, which device had only been used by them in respect of the same goods in respect of which they now applied to register the new mark, but had been registered for the whole of the goods contained in class 23. In the Trade-Marks Rules the goods included in class 23 are described as "cotton yarn and thread." By an order of the Lord Chancellor of the 15th of August, 1878, after reciting that it is expedient, for the purpose of admitting to registration under the Trade-Marks Registration Act, 1875, certain old trade-marks in use in the sewing cotton industry, to amend the classification of class 23, for "cotton yarn and thread" is substituted "cotton yarn and sewing cotton, such as cotton yarn and sewing cotton not on spools or reels," and "sewing cotton on spools or reels." The applicants had obtained registration of their old mark in class 23 in respect of sewing cotton, &c., on spools or reels. The Registrar of Trade-Marks had refused to register the proposed mark, on the ground that an elephant was a common device amongst manufacturers of unreeled goods, and that the addition of the words "Coton de Luxe" was not sufficient to constitute the mark a new mark, and that it was not therefore lawful, under the Trade-Marks Rules, r. 62, to register such a mark except in pursuance of an order of the court. It was further objected that a new mark could not be registered in respect only of a part of the goods comprised in class 23 as subsequently altered, such alteration having only been made to meet the requirements of proprietors of old marks. CHITTY, J., said that the question appeared to be whether a new mark could be registered in respect of a sub-division constituted by the supplementary rule, although that rule purported to be an amendment of the former rule for the purpose only of admitting old marks. Although it was originally intended that under the Trade-Marks Rules new marks should be applied to all the goods in any enumerated class, yet it appeared in practice that this was so inconvenient as not to be rigidly adhered to, and a custom had, therefore, been suffered under which a new mark had been admitted to registration in respect of a particular article mentioned in a class. The applicants were, therefore, entitled to register this mark—which was practically a new mark—as a mark for reeled cotton. Counsel for the applicants then asked for costs, stating that by his lordship's decision the applicants were entitled to registration without any application to the court, as all that they relied on was that their mark was a new mark. The present case was a test case on a point raised by the refusal of the Registrar of Trade-Marks who, as an unsuccessful respondent, ought to pay costs. CHITTY, J., said that the registrar had acted rightly. He had been brought before the court and must have his costs.—

PRACTICE—ADMINISTRATION OF CONVICT'S ESTATE—APPLICATION AGAINST ADMINISTRATOR—LEAVE OF ATTORNEY-GENERAL—ABOLITION OF FORFEITURE FOR FELONY ACT, 1870 (33 & 34 VICT. C. 23), s. 28.—In the case of *In re Robison*, before Chitty, J., on the 23rd ult., an order having been made by his lordship committing Robison for contempt of court and directing him to pay costs, and Robison having subsequently been sentenced at the Liverpool Assizes to five years' penal servitude, an application was made for an order directing the administrator of the convict to pay the sum of £74—taxed costs of the committal order and costs of the present application. A question arose whether leave of the Attorney-General to make the application should not be first obtained, in accordance with the 28th section of the Abolition of Forfeiture for Felony Act, 1870. CHITTY, J., said that the section referred to seemed to require an administration action to be instituted with the leave of the Attorney-General. As the sum asked for was so small, the court would accede to the present application and make an order, treating the matter as a motion in the original application. But the other side was, of course, at liberty to move to have the order discharged.—SOLICITORS, *J. J. & J. C. Allen.*

DEFAULT IN PLEADING—EXTENSION OF TIME—PEREMPTORY ORDER.—In the case of *Holdcroft v. Lounder*, before Chitty, J., on the 23rd ult., the defendant moved, under ord. 40, for judgment against the plaintiff on admissions in the pleadings. It appeared that the defendant had counter-claimed, and the plaintiff, being in default in delivering a reply, on January 22, 1883, obtained a peremptory order for ten days' further time in which to deliver his defence, but had not availed himself of the order. A further extension of time, however, was asked, on the ground of negotiations having been completed. CHITTY, J., said that the explanation was insufficient. The practice was to treat a peremptory order as a final indulgence, otherwise the term "peremptory" would have no meaning, and simply mislead. It was true that, under very exceptional circumstances, such as death of a party, an extension of time might be allowed, or, if the document to be delivered was really ready, twenty-four hours might be given in which to deliver it. But although it was true that it had been shown in the present case that documents existed which could easily be transformed into a defence, yet this could not be said to be so exceptional a circumstance as to entitle the plaintiff to the indulgence asked for, nor was there any other exceptional circumstance, and the defendant was, therefore, entitled to judgment with costs.—SOLICITORS, *Llewellyn, Atkins, & Raw; J. J. & C. J. Allen, for G. Smith, Tunstall, St. Staffordshire.*

WILL—CONSTRUCTION—CROSS-LIMITATIONS—IMPLICATION.—In a case of *Middleton v. Lund*, before Fry, J., on the 19th ult., a question arose as to the implication of cross-limitations in a will. A testator by his will gave to his trustees the sum of £15,000, on trust to pay the income of a moiety thereof to the widow of his son Alfred during her life, and after her death as to that moiety, and as to the other moiety from his own death, upon trust for a son and a daughter of his son Alfred, equally as tenants in common, and if the grandson should die under twenty-one, or if the granddaughter should die under twenty-one without having been married, his or her share should belong to the other of them. But if the grandson should die under twenty-one, and the granddaughter should die under that age and unmarried, then, subject to the life interest of their mother, the £15,000 was to fall into the residue of the testator's personal estate. And the testator gave another sum of £15,000 to his trustees upon trust to pay the income thereof to his son Frederick during his life, with remainder on trust for his children at twenty-one or marriage in equal shares, and in case he should have no child who, being a son, should attain twenty-one, or, being a daughter, should attain that age or marry, then the £15,000 was to fall into the residue of the testator's personal estate. The testator then gave a third sum of £15,000 to his trustees, upon similar trusts, for the benefit of his son Charles and his children, with a similar gift over. The testator then gave a fourth sum of £15,000 to his trustees, upon similar trusts, for the benefit of his daughter Emma and her children, with a similar gift over. And the testator devised and bequeathed the residue of his real and personal estate to his trustees upon trust for sale and conversion and division of the proceeds into four equal parts, which were respectively to be held on the trusts of the four sums of £15,000 respectively. Then came the following clause:—"Provided always, and I direct that if no issue of mine shall become absolutely entitled to my residuary estate, or the produce thereof, or any part thereof, then (subject to the provisions hereinbefore contained) the same shall belong to the person or persons who, at my decease, would be entitled to my personal estate, under the statutes for the distribution of estates of intestates, if I had died intestate thereof, and without leaving any issue surviving me." The son Frederick survived the testator, and died without issue, and the question then arose whether there was an intestacy as to the share of the residue given on trust for him, or whether it passed under the ultimate gift of the residuary estate, or whether cross-limitations should be implied, so that it would go in equal thirds upon the trusts of the other shares respectively. Fry, J., held that cross-limitations ought to be implied. He said that, on the principle of *Hemle v. Shore* (7 Hare, 247), the share of Frederick in the residue would, but for the ultimate gift, go to the testator's next of kin. Then arose the question, did that ultimate gift apply to the case of the failure of a gift of any share of the residue, or only to the case of failure of the gifts of all the shares? There were three possible cases—all the shares of the residue might vest; none of them might vest; or only some of them might vest. In its actual words, the ultimate gift applied only to a failure of vesting under all the previous limitations; if any of the testator's issue took any part of the residuary estate the ultimate gift did not apply. If that gift was expanded into fuller language, it would stand thus: "If no issue of mine shall become absolutely entitled to the whole of my residuary estate, or if no issue of mine shall become absolutely entitled to any part of my residuary estate." The ultimate gift did not dovetail in with the previous limitations; there was a hiatus. Was this hiatus to be filled up by the implication of cross-limitations? This must depend on the general structure of the will. If it could be seen that the gap was unintentional, the court would fill it up. When there was a series of limitations, the presumption was that each of them was intended to fit in with the previous limitation. And when there was an intention to benefit the testator's own family in preference to other persons, the presumption was still stronger that the gap ought to be filled up. The general intention of the testator in the present case was plainly to benefit his children and their families, and it was plain that he intended that the residue should be for the benefit of the same persons, and, therefore, cross-limitations between the shares ought to be implied in order to fill up the gap. It must be declared that Frederick's share of the residue fell in equal thirds into the other three shares.—*Solicitors, Farrar & Farrar; Ware, Haices, & Wood; Crowley, Son, & Barry; H. W. Christmas.*

PRACTICE—COMMISSION TO EXAMINE WITNESSES ABROAD—SOLE COMMISSIONER—ADMINISTRATION OF OATH.—In a case of *Wilson v. De Coulon*, before Fry, J., on the 20th ult., a question arose as to the administration of the oath to a sole commissioner appointed to take the examination of witnesses abroad. In drawing up the commission under the order the registrar felt a difficulty in deviating from the form of commission (G. 11 in the schedule to the Rules of Court of April, 1880), which applies to a commission consisting of several persons, and gives authority to "you, or any one of you, to administer such oath to the other or others of you." The matter was accordingly mentioned to the court, and it was suggested by counsel that authority should be given to the commissioner to administer the oath to himself. Reference was made to a form of commission given in *Saton on Decrees*, which was settled by Jessel, M.R., in a case of *The Bank of Spain v. Olanivel*, and which, several commissioners being appointed, authorized each commissioner to administer the oath to the other commissioner or himself, and take the oath in the absence of any other commissioner. And it was mentioned by another counsel in court that the form suggested was one which was commonly employed in the case of commissions issued by the courts in British India to take evidence in this country. Fry, J., ordered the commission to be drawn in the form suggested.—*Solicitors, Kearsey, Son, & Harris.*

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR MURRAY, sitting as Chief Judge.)

Re Chapple.

Bill of sale—Bills of Sale Acts, 1878 and 1882—Sections 3 and 15 of Act of 1882—"Order and disposition" of debtor, when goods in—Construction of Bills of Sale Acts, 1878 and 1882.

One Edward Chapple, of Johnson's-place, Harrow-road, W., who carried on there the business of an oil and colourman, executed a bill of sale on September 13, 1881, in favour of Samuel Betts, which bill of sale was duly registered on the 20th of the same month, to secure the repayment of £300 and interest. On November 2, 1882, the said Chapple filed his petition under sections 125 and 126 of the Bankruptcy Act, 1869. At the first meeting of creditors on December 16, 1882, resolutions for liquidation were passed, and William Izard was appointed a trustee under such resolutions. The resolutions were duly registered on November 3, 1882. On November 3, 1882, Crowle, receiver of the said Chapple's estate, took possession of the debtor's effects. On November 10, 1882, the said Betts also took possession.

On November 15, 1882, application was made by F. C. Willis, on behalf of the said Betts, to dissolve an injunction which had been granted *ex parte* by Mr. Registrar Hazlitt, which restrained the said Betts from interfering with the property comprised in the said bill, and for an order giving the said Betts possession of the goods and chattels comprised in the said bill of sale.

Wyatt Hart, on behalf of the receiver, resisted the application, and urged that on the authority of the cases the receiver should be continued in possession of the property until the appointment of the trustee under the liquidation proceedings, so that the creditor's trustee might investigate the bill of sale holder's title to the goods in question.

Mr. Registrar Murray dissolved the injunction against the said Betts upon his undertaking to keep an account and give joint possession to the receiver until the appointment of a trustee under liquidation proceedings.

E. C. Willis, Q.C., and F. C. Willis, now applied on behalf of Mr. Izard, the trustee under the liquidation proceedings, for an order declaring the said trustee entitled to the goods comprised in the said bill of sale.

Winslow, Q.C., and Lyon, appeared for the said Betts to oppose.

Mr. REGISTRAR MURRAY, having taken time to consider his judgment in favour of the title of the bill of sale holder to the proceeds of the bill of sale, said there were two points of law to be determined in the present case—(1) whether a bill of sale holder whose bill of sale has been duly registered under the Act of 1878, but who leaves the goods in the order and disposition of the debtor up to commencement of Act of 1882, can afterwards take valid possession as against the trustee; (2) were the goods in the order and disposition of the debtor at all. In dealing with first point the rule as to construction of statutes, as stated by Mr. Maxwell in his work at p. 192, is well settled—viz., "Where the enactment would prejudicially affect 'vested rights,' or the legal characters of past acts, the presumption against a retrospective operation is strongest. Every statute which takes away or impairs vested rights acquired under existing laws, or creates a new obligation, or imposes a new duty, or attaches a new disability in respect of transactions or considerations already past, must be presumed, out of respect to Legislature, to be intended not to have a retrospective operation." *Moon v. Durdan* (3 Ex. 23) is to same effect, as also is *Midland Railway Company v. Fyfe* (10 C. B. N. S. 191, and the judgment of Lord Chief Justice Erle). Under section 20 of the Act of 1878 the bill of sale holder had, by virtue of his bill of sale, a vested right, or parliamentary protection or privilege, or whatever else it may be called. Has it been taken away by the Act of 1882? By section 15 the 20th section of the 1878 Act is repealed, and therefore the doctrine of order and disposition as it stood before 1878 is rehabilitated after November 1, 1882. But is it so as to a bill of sale registered before that date? Having regard to sections 3 and 15 of the Act of 1882, and the fact that sections of 1878 Act are repealed other than section 20, I do not think the concluding words of section 15 of Act 1882 are superfluous, but that they are clear and intelligible as adding force to the repeal of the other sections. On the whole I can find nothing in the context which would bind the court to say that under circumstances like the present the 15th section is to operate so as to enable the trustee to claim the goods as against the bill of sale holder. As to the second point, that depends on the order and disposition clause, and two further elements—(1) apparent possession or ownership; (2) consent of true owner. On this branch of this case the decisions in *Fletcher v. Manning* (12 M. & W. 575), and *Foss v. Baldwin* (2 De G. & J. 230), are decisive against the claim of the trustee in liquidation in this case, and I must refuse the motion with costs.

Solicitors, J. H. Lamb; Wood & Wootton; E. Ashley.

SOLICITORS' CASES.

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

(Before GROVE AND MATHEW, JJ.)

Feb. 21.—*In the Matter of an Applicant to be restored to the Roll of Solicitors.* This case came before the court upon an application to restore an applicant to the roll of solicitors of the High Court.

Sir H. James, A.G. (Houghton with him), in support of the application, said that the applicant was, from 1866 to 1879, a solicitor at Brighton, but in the latter year he was convicted of obtaining by false pretences £6 14s. 4d. for costs from his client, a lady. He was sentenced to six months' imprisonment.

ment, with hard labour. It was stated to the court that the applicant denied that he was really guilty of the charge of which he had been convicted, and asserted that the trial was an unsatisfactory one, the case having been forced on in the absence of the applicant's counsel, and in the absence also of one of his witnesses. Since he came out of prison he had filled positions of responsibility and trust, and it was hoped that the time had come when the court would restore his name to the roll of solicitors.

Wills, Q.C. (Hollins with him), strongly opposed the application on behalf of the Incorporated Law Society.

The COURT held that no sufficient grounds had been shown for reinstating this gentleman upon the roll of solicitors.

Grove, J., said that they were of opinion that there were no sufficient grounds for reinstating the applicant. As to the question whether a conviction for an offence ought in all cases to be a perpetual bar, he was averse to laying down any broad, general rule, and he declined to do so on this occasion. There might, no doubt, be cases in which the innocence of the convicted person was established and a free pardon granted. It was admitted that such a case could not be within any such rule. Then, as to a conviction not got rid of, he quite understood the argument that for the sake of the profession and the public it was far better that the individual should suffer rather than the profession should have among them persons who had been convicted of crimes. He quite felt the force of that argument, but he hesitated to erect it into a fixed and general rule, and his decision in the present case was not founded on any such rule. But he thought that certainly the evidence ought, in any case, to be overwhelmingly strong to show that the applicant had not been rightly convicted. And in the present case there was nothing approaching to this evidence. Many matters were omitted which might have been expected to be stated. It was strange, especially after the lapse of so long a time, that no application should be made to the Home Secretary, nor any application to the judge to obtain his notes of the evidence; in short, none of the usual modes were resorted to by which a man of intelligence might seek to make his innocence appear. So far, therefore, from the case made by the applicant being strong, it was very weak, and came to little more than his own affidavit. And from that it appeared what his conduct had been, and that he had received from his client the costs of an action really brought against her by himself. As the indictment alleged, he obtained it on a false representation, and, though in a sense he denied it, he did not explain it or show how the charge came to be made if he was innocent; nor, indeed, was the denial explicit or distinct, nor did he in any way explain how, if what he said was true, the lady came to make the charge; nor did he show how or why her statement was false, save in the indirect way alluded to; he did not even produce his bill of costs to explain the matter; in short, there was no explanation of what might be called admitted misconduct. The applicant, indeed, said he did not think there was any irregularity; which only tended to show that his notions as to what was proper or regular were not correct. Was there anything, then, to raise a doubt as to whether the conviction was right? Nothing that might tend to show that it was not so was produced, and the applicant had not—as he might have done—brought forward anything on the occasion of the application to strike him off the roll. [*Houghton* said he had opposed the application in an affidavit in which the applicant protested his innocence.] As to his not having been defended by counsel, there was nothing in the case which, if he had been innocent, need have prevented him from successfully defending himself, and, indeed, his own experience as a judge led him to believe that an innocent man was in no worse position on account of his not being defended by counsel. Yet the applicant's case was, in substance, that he had been improperly convicted; which, however, he showed no ground for supposing.

MATHEW, J., concurred. The conclusion, he said, which he drew from the affidavit was that the applicant had yielded to the temptation of receiving a sum from his client, the lady, for costs. It appeared that he caused the action against her to be brought, and professed to act for her in defending it, and then obtained this money from her for costs, she being under the impression that the action was brought against her by a stranger and that her attorney was really defending her and acting for her. Yet the attorney said he did not think this very irregular! So that at this moment he insisted that there was nothing improper or irregular in his conduct. Under these circumstances, as the case now stood, the court had no alternative but to refuse the application. He said nothing as to the future. The application, therefore, was refused.—*Times*.

COUNTY COURTS.

BRADFORD.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

Re Blackburn.

Jordan moved on behalf of Mr. Moody, manager of the Halifax branch of the London and Yorkshire Banking Company (Limited), for an order against John Hartley Blackburn, the trustee in the estate of Matthew Mirfield, Montserrat Mills, Bradford, top maker, bankrupt. The motion, which was opposed by *E. T. Atkinson*, was to direct Blackburn to sell by auction forthwith all the real and personal property of the bankrupt remaining unrealized, without reserve, to pay to the creditors out of the proceeds a final dividend and wind up the estate; and to defray the costs of the bank incident to the motion out of the bankrupt's estate.

His HONOUR, in giving judgment, said he was called upon to deal with a question of that sort for the first time. The question which was raised by Mr. Jordan on the part of his clients was a very important question, which required to be determined upon principle. That principle was this: that, in a bankruptcy where a trustee had been appointed with a committee of inspection to control and advise him, it was the right of any particular creditor, of each individual creditor, without reference to the wishes of the other body of creditors, to come to that court

and ask for an order of immediate sale of unrealized property if the circumstances of the case were such as to show in respect of time that time sufficient had been given for the realization, and that the circumstances under which the realization had not taken place, and the reasons for such non-realization are matters to which the court had no right to look after a period sufficient for realization had elapsed. Undoubtedly it was the policy of the bankruptcy law that no unnecessary time should be lost in realizing an estate, because it was the object of the creditors to get their dividends paid as quickly as possible. He was satisfied in that case that the trustee had acted from the beginning throughout *bona fide* in this sense, and his desire had been to realize the property at such a time and in such a manner as would be most beneficial to the whole body of creditors; that he had not been influenced in the course he had taken by any desire to favour any body or class of creditors, nor to disfavor—that would be the proper expression—any one particular creditor. His Honour did not gather that any member of the committee of inspection disapproved of the resolution that was passed by the other members of the committee who were residents in Bradford. The only other member of the committee was a gentleman who resided at Halifax, who was a creditor for a very large amount, £4,800. He (the judge) also collected that the particular creditor who made that motion stood alone, and that there was no other creditor not a member of the committee who supported him in his application. He was not supported by any person acquainted with the present or future prospects of property in Bradford, but relied entirely on his own judgment as to the hopelessness of any alteration in the present depressed state of the value of property in the town. The applicant resided in Halifax, and what means he had of knowing the reasonable and businesslike prospects of Bradford it was hard to understand. On the other hand the trustee's case had been supported by two most experienced valuers and surveyors. The only authority given to the trustee under the Bankruptcy Act was to continue a business with a view to its winding up, and the Act did not provide that a business should be carried on merely for the purpose of speculation. The court had no power to interfere with creditors in the exercise of their authority unless they exceeded that authority. He was of opinion that in this case that had not been done. The motion had been misconceived, and would be dismissed with costs.

Solicitors for the applicant, *England, Foster, & England*, Halifax.

Solicitors for the trustee in bankruptcy, *Gardiner & Jeffery*, Bradford.

SOCIETIES.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, 1st of March, the following being present—viz., Mr. Desborough, chairman, and Messrs. Boadie, Collision, Desborough, junior, Lucas-Saunders, Sidney Smith, and A. B. Carpenter, secretary—three new members were elected, and the ordinary general business was transacted.

SHEFFIELD DISTRICT INCORPORATED LAW SOCIETY.

At the eighth annual general meeting of the society, held at the society's rooms, Hoole's-chambers, Bank-street, Sheffield, on the 23rd ult., Mr. Bernard Wake (the president) in the chair, it was resolved:—

1.—That the minutes of the special general meeting of the society, held on September 29, 1882, excluding Mr. T. W. Badger, of Rotherham, from the society now read, be confirmed.

2.—That the report presented by the committee be received, confirmed, and adopted.

3.—That the accounts of Mr. Broomhead (the treasurer) for the past year, as printed, be approved and passed, and that the thanks of the society be given to him for his services.

4.—That the cordial thanks of the society be given to Mr. Bernard Wake (the president) for the ability with which he has filled the office, and the consideration he has given to his duties during the past year.

5.—That the cordial thanks of the society be given to Mr. Herbert Bramley for the able manner in which he has discharged the office of honorary secretary from the commencement of the society.

6.—That Mr. Benjamin Burdakin be elected the president; Mr. John James Wheat be elected vice-president; Mr. Broomhead be re-elected the treasurer; and Mr. Bramley be re-elected secretary of the society.

7.—That the following gentlemen be hereby appointed to act with the officers mentioned in the last resolution as the committee for the ensuing year, viz.—Messrs. Asbington, Brailsford, Brown, C. G. Busby (Chesterfield), H. W. Chambers, W. J. Clegg, Gould, F. L. Harrop, (Rotherham), Moore, Porrett, F. P. Smith, W. Smith, B. Wake, W. Wake, and Webster.

8.—That Messrs. H. O. Maxfield and Hughes be re-appointed the auditors of the society for the ensuing year, and that the best thanks of the society be given to them for their kindness in auditing the accounts for the last year.

9.—That the thanks of the society be given to C. B. S. Wortley Esq. M.P. for his attention to the matters laid before him by the committee, and for prints for the public Bills brought into the House of Commons during the last session, which he has forwarded to the committee.

10.—That the continuous sitting, in London, of a court to deal exclusively with contentious as contrasted with administrative, work, is essentially necessary for the due conduct of the business of the country; and that the want of such a court entails the very serious evils of expense and delay, and

this still greater evil—denial of justice—by the enforced reference or compromise of causes, many of which can only be duly and satisfactorily dealt with by the public examination of witnesses, and the decisions of superior court judges.

11.—That the present state of the law with reference to the continuing liability of an innocent partner for debts incurred by the fraud of his co-partner, notwithstanding that such innocent partner has given up all his property and obtained his discharge under the Bankruptcy Act, is very unsatisfactory, and requires amendment.

12.—That the thanks of the meeting be given to the chairman for presiding.

The following are extracts from the report :—

The number of members is 127.

Acts of Parliament.—A number of Acts most interesting and important to the profession have been passed during the session, which extended into the last days of December.

Special reference may be made to the Settled Land Act and the Conveyancing Act, 1882—both were the work of Lord Cairns, and passed the Houses of Parliament without attracting much attention from the public. The former Act gives tenants for life the powers which it has been often contended they should have; and it is difficult to imagine that the cry, that land was tied up and could not be sold, can be again indulged in, now that the Settled Land Act has come into force. The power of sale is very complete, but has had well-considered protections thrown around it, and it is hoped that the result will be to benefit the whole community. Serious doubts have, however, quite recently been thrown on the previously undoubted powers of trustees under wills or settlements to sell, and it is contended that, under the 63rd section, a trustee's power of sale, without the consent of a life tenant or beneficiary, is gone.

The Conveyancing Act of 1882, embodies provisions which were not included in the Act of 1881 as passed, but it should be carefully consulted with regard to searches, (which can now be made officially), acknowledgments of deeds by married women (to be taken by one perpetual commissioner only, and as to which some new orders have been recently issued), notice to clients of facts known to their solicitors, separate acts of trustees on appointment of new trustees, and operation of powers of attorney.

The Married Women's Property Act has altered the status of married women as regards property. Henceforth they are substantially to hold their property of every kind as *femes sole*. That very great, and probably unexpected, results may follow is by no means improbable. The social result of this Act it is not for your committee to speculate or comment upon; their duty is discharged when they have called your attention to the importance of the Act.

The Bills of Sale Amendment Act, 1882, which came into force last November, may shortly be stated to have practically prevented bills of sale from being in future looked upon as valid securities, and the great diminution in the numbers that are now filed, as against those filed last year, shows this.

The *Remuneration Order*, having lain the requisite time before both Houses of Parliament without objection, came into force on the 1st January, 1883, and will bind future conveyancing transactions coming within its scope, unless the solicitor, before undertaking any business, elects by writing, communicated to the client, to charge according to the present system of charging by attendances and length of documents. Owing to the shortening of deeds, drawing is now to be charged at 2s. per folio, and perusing at 1s., whilst ordinary attendances are to be 10s.; and thus the time-honoured 6s. 8d. disappears. The history of this order is somewhat peculiar from the fact that the president of the Incorporated Law Society of England declined to sign it, whilst his brother president at Liverpool has the credit of drawing up the scheme, on which the difference between them took place.

Time alone can show whether the negotiation scale, which it is understood is obtained in Lancashire, will be paid in other parts of England. Your committee passed a resolution on the subject to the effect that it was not usual in this district, and it was thought would not be obtained.

A considerable portion of your secretary's time has lately been taken up in answering questions from different parts of the country as to what your society proposes to do respecting the conveyancing scale; from this it would appear that as yet the different societies have not settled down to a general approval of it. Your committee however, after a report from the conveyancing sub-committee, unanimously passed a resolution:—"That the scale in the order set forth should be adopted and adhered to whenever practicable. It being, however, acknowledged that special circumstances may exist, occasionally rendering the scale charge out of proportion to the business transaction, and that under such circumstances the scale may be disregarded."

Professional Matters.—Many conveyancing questions have come before the committee during the year, and a circular was in the month of December last issued to each member, stating the decision of the committee on the following points :—

Costs of Leases.—The question being raised whether a lessee taking a lease of property from a mortgagor and mortgagee, a tenant for life and remainderman, or two tenants in common, was obliged to pay the costs of more than one solicitor, your secretary, as directed, laid the matter before the council in London for consideration, and received a reply to the effect:—"That, in the absence of a special contract, the council are of opinion that the lessee has a right to assume that the lessor is in a position to grant the lease, and that he (the lessee) ought not to be put to more than one set of costs."

Conveyancing Act, 1881.—The following points arising out of this Act having been laid before the committee for decision, namely :—1. Is it advisable to use the word "land" only when land and buildings are conveyed? 2. Is it advisable to use the word "convey" when leaseholds and money are assigned? 3. Is it advisable when making a lease to make the landlord convey instead of demise?

It was resolved :—1. That it is advisable to use the words "land and buildings," and not "land" only. 2. That it is advisable to use the word *assign* in conjunction with the word *convey* where leaseholds are assigned, but the word *assign* only when money is assigned. 3. That it is advisable to make the landlord demise in leases and not convey.

Stamped Parchment at the Inland Revenue Office, Sheffield.—The shortening of deeds, in consequence of the Conveyancing Act, 1881, makes it probable that bookwise deeds would come into general use, and members, therefore, are hereby informed that bookwise parchment, of several sizes and bearing stamps ranging from 2s. 6d. to £10, can now be procured at the Inland Revenue Office in Sheffield. Deeds can also be left there for stamping without any payment for postage or trouble.

Costs of Documents.—On the question of the charges to be made for copies of documents, the committee have passed the following resolutions :—1. "That the charge for copies of documents be after the rate of 4d. per folio and not per brief sheet, except that, following the scale, copies of abstracts are 5d. per folio." 2. "That there shall be no charge for instructions for copy, but if application to a client is necessary, or a search for the document or documents has to be made, then a reasonable charge to cover such extra trouble should be allowed." 3. "That the charge for delivery of the copy, or letter therewith, be 3s. 6d."

Fees on Building Leases.—The committee have also had before them the question of the fee to be paid on the giving of a notice of assignment, in pursuance of a covenant to that effect in a building lease, and have passed a resolution that the fee should be 6s. 8d., if a solicitor accepts service of the notice, and 10s. 6d. if the lessor's solicitor is required to get the lessor's acknowledgment. The committee, moreover, considered that it was right a covenant should be inserted in a building lease requiring notice of assignment to be given.

Probate Affidavits.—The committee have approved the report of the Council of the Incorporated Law Society on the question of probate affidavits, and the suggested modifications of the present practice—namely, not to require full detail immediately after the death, in the hope that, eventually, the present practice will be usefully amended. The subject was first broached by Mr. Wm. Smith, at Hull.

LAW STUDENTS' JOURNAL.

UNITED LAW STUDENTS' SOCIETY.

At a meeting held at Clement's Inn Hall on Wednesday, 21st of February, Mr. L.F. Spence in the chair, Mr. R. Foster Macgeagh moved, "That capital punishment should be abolished," and was supported by Messrs. Oxley Forster and Beaumont Morice. The motion was opposed by Messrs. Maynard, Ramsdale, Napier, Spence, Shirley, Tillotson, Templer, Harvey, and White. The opener replied, and upon the chairman putting the motion to the meeting it was negatived by a majority of four votes.

LIVERPOOL LAW STUDENTS' ASSOCIATION.]

The fourth meeting of the session of this association was held on Monday evening, the 26th of February, at the Law Library, Mr. J. M. McMaster in the chair. There was a very large attendance. A most interesting paper, written by Mr. W. N. Wilson, solicitor, upon "The Married Women's Property Act, 1882," was read by the secretary, in the unavoidable absence of Mr. Wilson. A cordial vote of thanks having been accorded to Mr. Wilson, a very lively and well-sustained debate followed on the following question: "Will the Married Women's Property Act, 1882, be a beneficial change in the relation of husband and wife?" Mr. C. F. Whitfield opened the question in the affirmative, and was followed by Mr. S. R. Weightman, in support of the negative. In the debate which ensued sixteen members took part. Both the openers having replied, the question was put to the meeting and decided in favour of the affirmative by a majority of eight. There were fifty members present.

LEGAL APPOINTMENTS.

MR. GEORGE TILLING, solicitor, of Devonshire-chambers, Bishopsgate-street, has been appointed Solicitor to the Commercial Union Land, Building, and Investment Society. Mr. Tilling was admitted in 1878.

MR. JOHN MORLEY, barrister, LL.D., who has been elected M.P. for the city of Newcastle-upon-Tyne in the Liberal interest, is the son of Mr. Jonathan Morley, of Blackburn, and was born in 1838. He was educated at Cheltenham College, and was formerly scholar of Lincoln College, Oxford, where he graduated B.A. in 1859, and he has received the honorary degree of LL.D. from the University of Glasgow. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1878.

MR. FREDERICK HUGHES HALLETT, solicitor (of the firm of Hallett & Creery), of Ashford, has been appointed Clerk to the Ashford and Witley.

borough Burial Boards, and to the Willesborough School, and Secretary to the Ashford Cattle Market Company, all which offices were held by the late Mr. Charles John Farley. Mr. Hallett was admitted a solicitor in 1849. He is also clerk to the Ashford Local Board. His partner, Mr. Leslie Creery, is registrar of the Ashford County Court.

Mr. WALTER PAYNE GEPP, solicitor, of Chelmsford, has been appointed Clerk to the Visiting Justices of the Essex County Lunatic Asylum, in succession to his father, the late Mr. Thomas Morgan Gepp. Mr. W. P. Gepp was educated at Eton and at Merton College, Oxford, where he graduated B.A. in 1861, and he was admitted a solicitor in 1867.

Mr. EDMUND DUTTON, solicitor (of the firm of Stone, Billson, Willcox, & Dutton), of Leicester, has been appointed Solicitor to the Leicester Permanent Building Society, on the resignation of his partner, Mr. William Billson. Mr. Dutton was admitted a solicitor in 1878.

Mr. VINCENT JOSEPH ELDRED, solicitor (of the firm of Eldred & Bignold), of 11, Queen Victoria-street, London, E.C.), has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

DISSOLUTIONS OF PARTNERSHIPS.

HENRY SAVIDGE, and THOMAS HENRY STEWARD, solicitors, 44, Eastcheap, London (Savidge & Steward). January 31.

THOMAS HERBERT WATSON, and THOMAS BAXTER, solicitors, Lutterworth, Leicester (Watson & Baxter). February 6. [Gazette, Feb. 23.]

OBITUARY.

MR. ARTHUR JOHN KNAPP.

Mr. Arthur John Knapp, solicitor, of Bristol, died at Clifton, on the 21st ult. Mr. Knapp practised for many years in the city of Bristol as a member of the firm of Osburne, Knapp, & Ward. He had a very extensive private practice, and he took an active part in local and public business. He was one of the original promoters of the Great Western Railway between London and Bristol. Since his retirement from business he had resided at Clifton, and had devoted himself to horticultural pursuits. He was for many years treasurer to the Clifton Zoological Society, and he was also chairman of the Leigh Woods Land Company, and vice-chairman of the Clifton Suspension Bridge Company. Mr. Knapp had been for several years a widower.

MR. FREDERICK FARRAR.

Mr. Frederick Farrar, solicitor (of the firm of Farrar & Farrar), of 2, Wardrobe-place, Doctors' Commons, died at his residence, 88, Euston-square, on the 23rd ult., in his seventy-eighth year, from the effects of a street accident. Mr. Farrar was born in 1803. He was admitted a solicitor in 1827, and he practised at 2, Wardrobe-place, in partnership with Mr. Francis William Lewis Farrar, who is vestry clerk of the parishes of St. Andrews-by-the-Wardrobe and St. Gregory, and ward clerk of Castle Baynard. The deceased was vestry clerk of the parish of St. Mary Magdalen, Knightrider-street, and he was the oldest member of the Common Council of London, having represented the Ward of Castle Baynard since 1840. In 1858 he was appointed by the late Sir Henry Muggelidge to the post of deputy for the ward, and he occupied that position until his death. Mr. Farrar was a representative of the Corporation of London on the Thames Conservancy Board, and he was also a member of the City Commission of Sewers, and a governor of Christ's Hospital. On the 10th ult. he was run over by a cab when crossing Queen Victoria-street. He was at once taken to St. Bartholomew's Hospital, and he was removed to his house in Euston-square three days afterwards, it being hoped that he might in time recover from the effects of the accident, but he gradually became weaker and died without pain. Mr. Farrar was buried at Norwood Cemetery on the 1st inst.

MR. SIMON ADAMS BECK.

Mr. Simon Adams Beck, solicitor, of Ironmongers' Hall, Fenchurch-street, who was one of the oldest solicitors in the City of London, died at his residence at Cheam on the 26th ult., in his eightieth year. Mr. Beck was born in 1803. He was admitted a solicitor in 1824, and he had for nearly sixty years carried on an extensive practice in the City. He was for many years clerk to the Ironmongers' Company, but a few weeks ago he resigned the appointment, on account of failing health. His son, Mr. Ralph Coker Adams Beck, was admitted a solicitor in 1873.

MR. HENRY WILBRAHAM.

Mr. Henry Wilbraham, barrister, registrar of the Chancery Court of Lancaster for the Manchester District, died at his residence, Overdale, Cheshire, on the 20th ult. Mr. Wilbraham was the son of the late Mr. George Wilbraham, of Delamere House, Cheshire, and was born in 1823. He was formerly fellow of Trinity College, Cambridge, where he graduated as seventh wrangler in 1846. He was called to the bar at Lincoln's-inn in Easter Term, 1851, and he practised for some years in the Court of Chancery. In 1857 he was appointed registrar of the newly-formed Manchester District of the Chancery Court of Lancaster, and he held that office till his death. For some years past his devotion to his official duties had greatly injured his health, and during last year he visited both Switzerland and North Wales for change of air, but without any satisfactory result. Mr. Wilbraham married, in 1864,

Mary, daughter of Mr. Christopher Marriott, by whom he leaves a family of eight children. Reference to his death was made by Vice-Chancellor Bristowe, who, on taking his seat at the Chancery Court, in St. George's Hall, Liverpool, said: "I cannot take my seat this morning without expressing my very great regret at the melancholy intelligence of the death of Mr. Wilbraham, the Manchester registrar. You are all aware that he had for some time been ailing, and I had hoped that temporary absence from his duties might have restored him to health. However, it has been otherwise ordained. I am quite sure that every member of the court, speaking for myself, the registrar, the bar, and solicitors, will deeply feel the great loss we have sustained in Mr. Wilbraham. He was a gentleman in every sense of the word, and I may say, as far as I have had an opportunity of becoming acquainted with him, he was a most zealous, able, and efficient officer. I can only express my very great regret at his having been taken from us." Dr. Pankhurst, senior member of the Manchester branch of the local bar practising in the Chancery Court, expressed the sincere pleasure with which they had heard his Honour's generous and just words of tribute to the memory of Mr. Wilbraham. They all felt that in the discharge of his responsible duties Mr. Wilbraham added dignity to his important office.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

ORDER OF COURT.

Monday, the 26th day of February, 1883.

Whereas by the order dated the 22nd day of December, 1882, making provision for the hearing and determining during the absence on circuit of the Honorable Sir Edward Ebenezer Kay, one of the justices of the High Court of Justice, the causes and matters then pending before the said judge, it was ordered that all such causes and matters should be for all purposes transferred until further order to the Honorable Sir John Pearson, one of the justices of the High Court. And whereas it has been represented to me that in consequence of the said Mr. Justice Kay having returned from circuit and being about to resume his sittings in his own court, it is expedient that the re-transfer hereinafter directed should be made. I, the Right Honorable Roundell Earl of Selborne, Lord High Chancellor of Great Britain, do therefore order that all causes and matters by the said order dated the 22nd day of December, 1882, transferred from the said Mr. Justice Kay to the said Mr. Justice Pearson, be re-transferred from the said Mr. Justice Pearson to the said Mr. Justice Kay, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

SELBORNE, C.

ORDER OF COURT.

Thursday, the 22nd day of February, 1883.

Whereas, from the present state of business before the Vice-Chancellor Sir James Bacon, Mr. Justice Fry, Mr. Justice Chitty, and Mr. Justice Pearson respectively, it is expedient that a portion of the causes assigned to Mr. Justice Fry and Mr. Justice Chitty respectively, should be transferred to the Vice-Chancellor Bacon, and that a further portion of the causes so assigned should for the purpose only of trial or hearing be transferred to Mr. Justice Pearson; Now I, the Right Honorable Roundell Earl of Selborne, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the schedules hereto be transferred as follows:—that is to say, those in the first schedule from Mr. Justice Fry to Vice-Chancellor Bacon; those in the second schedule from Mr. Justice Chitty to Mr. Justice Pearson, for the purpose only of trial or hearing; those in the third schedule from Mr. Justice Chitty to Vice-Chancellor Bacon; and all such causes are to be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.—From Fry, J., to Bacon, V.C. (Witness Actions.)

Hanson v Chapman 1882 H 3,257
Webb v Smith 1882 W 4,040
In re Lemm, decd. Hewartson v Lemm 1881 H 2,693
In re Joseph Harris, decd. Harris v Harris 1882 H 4,829
In re George Harrison, decd. Harris v Parry 1882 H 198
Woodruffe v Green 1882 W 2,631
Metropn. Board of Works v London Gas Light Co 1882 M 1,668
Brown v Teed 1882 B 5,774
Stamford, Spalding & Boston Bkg. Co l v Graves 1882 S 2,201
Noy v Bush 1882 N 1,448
Sample v Davies 1882 S 4,007
Elliott v Lewis 1882 E 1,369
Wintle v Crawshaw 1882 W 2,049
Wintle v Crawshaw & ors. 1892 W 2,050
Lord Beresford v Fletcher 1882 B 3,003
Heywood v Mallien 1882 H 2,995

SECOND SCHEDULE.—From Chitty, J., to Pearson, J. (Witness Actions.)

Nichols v Nichols 1881 N 228
Vint v Hudspeth 1880 V 046
Vint v Hudspeth V 1880 047
Hewet v Mansel 1880 H 141
In re Defries, decd. Norden v Levy 1881 D 455
Law v Garrett 1880 L 110
Davis v Chisholm 1881 D 1,409
Wilson v The Globe Accident Insurance Co lmd. 1882 W 418
De Zuccato v Fairholme 1882 D 142
In re Maddover, decd. Three Towns Banking Co lmd. v Maddover 1881 M 3,886
Owen v Emery 1882 O 110
Owen v Emery 1882 O 111
Chatterley v Nichols 1881 C 5,875
Bristow v Dickenson 1882 B 2,637
Goldschmidt v Oddy 1882 G 1,076
Barlow v Daw 1881 B 6,778
Holloway v Gas Light & Coke Co 1882 H 1,986

Day, Noakes & Co v Edmonds 1882 D 1,332
 Ballmore v Watson 1882 B 677
 Langen v Tate 1880 L 72
 Williamson v Coward 1882 W 1,416
 Palliser v County of Gloucester Banking Co 1881 P 2,863
 Wills v Luff & Van Tromp 1881 W 2,953
 Williams v Greene 1881 W 2,933
 Scott v Secretary of State for India in Council 1882 S 1,255
 Bolton v The Swansea & Mumbles Ry. Co 1882 B 169
 Alt v Norman 1881 A 1,660
 Misto v Clark 1881 M 4,181
 Galliers v Galliers 1882 G 667
 Caster v Picard 1882 C 1,008
 Duckworth v Anderson 1881 D 2,874
 Mageridge v Vivian 1882 M 1,842
 Wootton v Stradwick 1881 W 694
 Young v Fawcous 1882 Y 46
 Leah v Clegg 1882 L 1,549
 Bevington v Hamshaw 1882 B 1,694
 Johnson v The Rock Permanent Building Society 1881 J 251
 Sumner v Williams 1882 S 718
 Freeman v Freeman 1882 F 1,129
 Beasley v Beasley 1882 B 429
 Cumming v Digby 1882 C 1,306
 Bown v Humber & Co. 1882 B 1,613
 Tuman v London, Brighton and South Coast Ry. Co 1882 T 1,328
 Wallis v Watson 1882 W 1,233
 Wyatt v Meadows 1881 W 4,946
 Hotchkiss v Gardner Gun Co 1882 H 2,206
 Groves v Lucas 1882 G 1,684
 Hawkins v Hawkins 1879 H 547
 Blakey v Fieldhouse 1882 B 36
 Blakey v Fieldhouse 1882 B 945
 Hickman v Saunders 1881 H 4,832
 Woodward v Harvey 1882 W 1,608
 In re Maria Young, deod. Ricket v Inkpen 1882 R 620
 Cleather v Twiden 1882 C 1,285
 Dean v Twiden 1882 D 668
 Bryant v Young 1881 B 556
 Mandy v Morrish 1882 M 2,398
 Footit v Newton 1882 F 1,113
 Sadler v Marks 1881 S 4,364
 Sadler v Harris 1881 S 4,527
 In re Dale, deod. Dale v Dale 1880 D 1,533
 Satow v Satow 1882 S 386
 Cannon v Pickles 1881 C 6,752
 In re G. Armitage, deod. Smith v Armitage 1881 S 5,118
 Lounds v Homer 1882 L 1,638
 Taylor v Hoare 1879 T 174
 Tooe v Preston 1882 T 1,007
 Smith v Land & House Property Corporation Ltd 1882 S 4,469
 Ward v Sharp 1881 W 2,891
 Reimondi v Gt Western Ry Co 1882 R 1,023
 Woodhouse v Spurgeon 1882 W 2,236
 Waller v Stone 1882 W 2,668
 Westall v Hall & Co 1882 W 3,393
 Sagg & Co Ltd. v Bray & Co 1881 S 4,478
 Bulpitt v Habershon & Rope 1881 B 3,679
 Porter v The L. & N. W. Ry. Co 1882 P 2,303
 Miller v Walker 1882 N 2,034
 Sandgate Bd. of Health v Loney 1882 S 4,113

Gloucestershire Bnkg. Co v Cornford 1882 G 1,214
 In re J. Heasia, deod. Gloucestershire Bnkg. Co v Cornford 1882 H 2,260
 Hayne v Gardner 1881 H 5,048
 Bowser v Sharp 1881 B 3,938
 Weston v Sherwell 1882 W 1,379
 Bissell v Redway 1882 B 5,735

THIRD SCHEDULE.—From Chitty, J., to Bacon, V.C.

(Witness and Non-Witness Actions)

The London Financial Association

lmd. v Kelk & Co. 1879 L 277

Manchester Val de Travers Paving

Co lmd. v Slagg 1881 M 2,526

Hoggins v Hamilton 1882 H 3,359

Marshall v Reynolds 1882 H 3,777

In re W. Robinson, deod. Thompson v Robinson 1882 R 2,179

Lamplough v Sykes 1882 L 2,449

De Manin v Barton 1882 D 862

Upperton v Smith Smith v Upperton 1882 U 437

Helps v Jukes 1882 H 4,593

Fitzmaurice v Kelly 1882 F 2,145

Syrs v Blenkarn 1881 S 3,111

Mugrove v Turner 1882 M 249

In re Arbon, deceased, Arbon v Bart 1880 A 663

Todd v Cracknell 1881 T 1,850

In re Mercer, deod. Ranyard v Lake 1881 M 2,142

Stevenson v McCall 1882 S 1,504

In re J. Crump, deceased Bryan v Marston 1882 B 2,894

Sutcliffe v Trembling 1882 S 2,862

Wykeham v Musgrave 1882 W 2,733

Parker v Hooks 1881 P 1,365

In re E. S. Dawes, deod. Darton v Allen 1882 D 1,167

Prince v Prince 1882 P 2,254

Maltine, & Co v Clark & Co 1882 M

Ford v Mayor, & Co, of Honiton 1880 F 666

Gibbons v Barnett 1882 G 2,755

Lloyd v Jones 1881 L 2,259

In re C. James, deceased Garbutt v James 1881 J 1,638

Smith v Tennant 1882 S 2,029

In re M. E. Anstie, deod. Chetwynd v Morgan 1882 A 1,751

Hoare v Stephens 1882 H 1,057

Conlter v Streton 1881 C 5,988

Gillet v Keesee 1882 G 1,880

Burton v Beasley 1882 B 6,351

Sorerton v Carter 1881 S 5,264

Fox v Day 1882 F 1,669

Carancho v Goldschmidt 1881 C 4,710

Winter v Ind, Coops & Co, ld 1881 W 2,409

Watson v Cornell 1881 W 1,905

In re Mary Palmer, deod. Skipper v Skipper 1882 P 329

Aldred v Asey 1882 A 1,764

Arnold v Arnold 1882 A 51

Morris v Baker 1882 M 2,291

Fane v Dalton 1882 F 1,379

Wallis v Jackson 1882 W 1,095

In re Robert Wear, deod. Ikin v McKenzie 1882 W 3,395

Downs v Downs 1882 D 585

Huguenin v Lindsay 1880 H 80

Swaile v Hood 1882 S 3,532

National Provincial Bank of England, lmd v Lithgo 1882 N 1,172

Ascoug v Unwin 1882 A 1,862

SILBOURNE, C.

Canal; Hawarden and District Water; Mulling's Patent; Newcastle-on-Tyne and District Sea Water Supply; St. Peter's (Oulton, Bristol) Church; Stoke-upon-Trent and Fenton Gas; Wigan and District (Support of Sewers); Windsor and Eton Water; and Regent's Canal City and Docks Railway (Canal Capital).

HOUSE OF COMMONS.

Feb. 23.—*Bills Read a First Time.*

Bill to make further provision for taking dues for repairing and improving the harbours in the Isle of Man (Mr. J. HOLMES).

Bill to close public-houses on the days of Parliamentary elections (Mr. CARBUTT).

Bill to extend the jurisdiction of the county courts (Mr. NORWOOD).

Feb. 26.—*Bills Read a Second Time.*

PRIVATE BILLS.—Bexley-heath Railway; Birmingham Corporation (Consolidation); Burnley Borough Improvement; East and West Yorkshire Union Railways; Godalming Borough Extension; Hampstead-heath Tramway; Hartlepool Borough Extension; Lambourn Valley Railway; Leamington Corporation; London, Hendon, and Harrow Railway; Longton Extension and Improvement; Paddington Market; Portsmouth Corporation; Ribbles Navigation, Preston Dock, and Borough Extension; Sheffield Corporation; Skegness, Chapel, St. Leonard's, and Alford Tramways; South Kensington Market; Swansea Harbour; and Workington Local Board Water.

Bills Read a First Time.

Bill to make provision for police pensions and allowances (Mr. HIBBERT).
 Bill for the conservancy of rivers and the prevention of floods (Mr. DONSON).

Feb. 27.—*Bills Read a Second Time.*

Patents for Inventions (Sir J. LUBBOCK).

Patents for Inventions (No. 3) Bill (Mr. ANDERSON).

Feb. 28.—*Bills Read a Second Time.*

PRIVATE BILLS.—Bristol Port Railway and Pier; Heywood Corporation; Metropolitan Board of Works (Bridges, &c.); Nottingham Corporation; and Pensance Corporation.

Bankruptcy Law Amendment.

Bill Read a First Time.

Bill to amend the Public Worship Regulation Act (Mr. REID).

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHARGE.

ALGERIAN MINERAL COMPANY, LIMITED.—Petition for winding up, presented Feb 21, directed to be heard before Bacon, V.C., on Mar 3. Stibbard and Co, Leadenhall st, solicitors for the petitioners.

ANGLO-BOHEMIAN COAL COMPANY, LIMITED.—Petition for winding up, presented Feb 21, directed to be heard before Bacon, V.C., on Mar 3. Stibbard and Co, Leadenhall st, solicitors for the petitioners.

ASCOTHEIMER MINERAL COMPANY, LIMITED.—Petition for winding up, presented Feb 21, directed to be heard before Bacon, V.C., on Mar 3. Stibbard and Co, Leadenhall st, solicitors for the petitioners.

DANISH FREEHOLD LAND RECLAMATION COMPANY, LIMITED.—Bacon, V.C., has, by an order dated Feb 3, appointed Frederick Bertram Smart, 53, Cannon st, to be provisional official liquidator.

FRENCH MINERAL COMPANY, LIMITED.—Petition for winding up, presented Feb 21, directed to be heard before Bacon, V.C., on Mar 3. Stibbard and Co, Leadenhall st, solicitors for the petitioners.

ODIVELLAS MINERAL COMPANY, LIMITED.—Petition for winding up, presented Feb 21, directed to be heard before Bacon, V.C., on Mar 3. Stibbard and Co, Leadenhall st, solicitors for the petitioners.

[Gazette, Feb. 23.]

BWLOH CROSLAN SILVER LEAD MINE, LIMITED.—By an order made by Pearson, J., dated Feb 2, it was ordered that the Mine be wound up. Norris and Norris, Bedford row, agents for Jenkins and Davies, Llandudno, solicitors for the petitioner.

CLAYTON AND COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Feb 17, it was ordered that the voluntary winding up of the company be continued. Ashurst and Co, Old Jewry, solicitors for the petitioner.

COMPANY OF AUCTIONEERS, VALUERS, AND ESTATE AGENTS, LIMITED.—Petition for winding up, presented Feb 23, directed to be heard before Fry, J., on Mar 9. Morley, Cheapside, solicitor for the petitioners.

DANISH FREEHOLD LAND RECLAMATION COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Feb 17, it was ordered that the company be wound up. Jennings, Holborn, solicitor for the petitioner.

DIPAS DRY STAFF QUARRIES COMPANY, LIMITED.—By an order made by Chitty, J., dated Feb 16, it was ordered that the company be wound up. Cray, Leadenhall st, agent for Mason and Caldecott, Chester, solicitors for the petitioner.

ESTATES AND BUILDINGS IMPROVEMENT AND INVESTMENT ASSOCIATION, LIMITED.—Chitty, J., has fixed Mar 8 at 11, at his chambers, for the appointment of an official liquidator. J. B. LAMBE and Co., LIMITED.—Petition for winding up, presented Feb 23, directed to be heard before Fry, J., on Friday, Mar 9. Whiles and Co, Budge row, Cannon st, agents for Meggy, Chelmsford, solicitor for the petitioner.

MARBY WOOL WORKING COMPANY, LIMITED.—By an order made by Pearson, J., dated Feb 16, it was ordered that the voluntary winding up of the company be continued. Rutter, Clifford's inn, solicitor for the petitioners.

MARBY, JENKINSON AND DAY, LIMITED.—Bacon, V.C., has, by an order dated Feb 13, appointed Mr John James Galt, 184, Lancaster rd, Notting hill, to be official liquidator. Creditors are required, on or before Mar 30, to send in their names and addresses, and the particulars of their debts or claims, to the above. Monday, April 9 at 12, is appointed for hearing and adjudicating on the debts and claims.

MIDLAND FAULT PRESERVING COMPANY, LIMITED.—Petition for winding up, presented Feb 23, directed to be heard before Kay, J., on Friday, Mar 9. Rogers, Leadenhall st, solicitor for the petitioners.

NEW TRASSIE SULPHUR COMPANY, LIMITED.—Creditors are required, on or before April 9, to send their names and addresses, and the particulars of their debts or claims, to

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

Feb. 26.—*Bills Read a Second Time.*

PRIVATE BILLS.—Brighton Corporation Water; Otham's Patent; Conisdon and Upper Cateham Railway; Coventry, Holy Trinity, Vicars' Dale; Driffield Cattle Market; Drypool Parish Burial Ground; Exeter

Mr William Waddell, 1, Queen Victoria st. Monday, April 16 at 12, is appointed for hearing and adjudicating upon the debts and claims
OLD ENGLISH HOTEL COMPANY, LIMITED.—By an order made by Chitty, J., dated Feb 14, it was ordered that the voluntary winding up of the company be continued. Johnson and Weatheralls, King's Bench walk, Temple, agents for Burdett and Co, Sheffield, solicitors for the petitioners

PHOTOGRAPHIC ARTISTS CO-OPERATIVE SUPPLY ASSOCIATION, LIMITED.—By an order made by Chitty, J., dated Feb 15, it was ordered that the Association be wound up. Bernard and Co, Lincoln's inn fields, solicitors for the petitioner

SUN AUTO-PNEUMATIC LIGHTING AND HEATING COMPANY, LIMITED.—Petition for winding up, presented Feb 23, directed to be heard before Bacon, V.C., on Mar 10. Comyns, Gresham house, Old Broad st, solicitor for the petitioners

YACHTING GAZETTE COMPANY, LIMITED.—By an order made by Chitty, J., dated Feb 17, it was ordered that the voluntary winding up of the company be continued. Coe, Hart st, Bloomsbury sq, solicitor for the petitioner

[Gazette, Feb. 27.]

UNLIMITED IN CHANCERY.
EXETER TRAMWAYS COMPANY.—Petition for winding up, presented Feb 21, directed to be heard Bacon, V.C., on Mar 3. Foss, Abchurch lane, solicitor for the petitioner

[Gazette, Feb. 23.]

STANNARIES OF CORNWALL. LIMITED IN CHANCERY.

BRASS UNITED TIN MINES COMPANY, LIMITED.—By an order made by the Vice-Warden dated Feb 21, it was ordered that the company be wound up. Hodge and Co, Truro, agents for Rogers and Chave, Great Winchester st bldg, solicitors for the petitioners

SILVER HILL MINING COMPANY, LIMITED.—Petition for winding up, presented Feb 20, directed to be heard before the Vice-Warden at the Law Institution, Chancery lane, on Saturday, Mar 3, at 12. Affidavits to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Feb 23, and notice thereof must, at the same time, be given to the petitioner, his solicitor, or his agents. Hodge and Co, Truro, agents for Gregory, Bishopsgate at Within, petitioners solicitor

[Gazette, Feb. 23.]

FRIENDLY SOCIETIES DISSOLVED.

ROYAL VICTOR MUTUAL BENEFIT SOCIETY, Tump House Inn, near Blakeney, Gloucester. Feb 19

[Gazette, Feb. 23.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

ATKINSON, WILLIAM, Myreside, Lancaster, Farmer. Mar 20. Atkinson v Gunn, Kay, J. Jackson, Ulverston
BOWEN, HESTER LEE, Wern, Salop. Mar 25. Bearcroft v Bearcroft, Fry, J. Bearcroft, Droitwich
COOKE, CHRISTOPHER, Lincoln's inn fields, Esq. Mar 20. Rolles v Ford, Chitty, J. Ford, South sq, Gray's inn
COOPER, RICHARD, Preston, Salop, Innkeeper. Mar 9. Cooper v Cooper, Chitty, J. Salt, Shrewsbury
FRASER, LOUISA ALICIA, Haversham, Buckingham. Mar 14. Frazer v Dowbiggin, Bacon, V.C. Dicker, Gutter lane
HUMPHREY, RICHARD, Southport, Esq. Mar 14. Humphry v Mason, Kay, J. Neish and Howell, Watling st
PARIS ANNA MARY, Charnmouth, Dorset. Mar 21. Pares v Vaughan, Kay, J. Blunt, Leicester
SCHAUB, FRANCIS WILLIAM, Bradford, Stuff Merchant. Mar 13. Hoffmann and Co v Schaub, Bacon, V.C. Killick, Bradford
YARDLEY, CHARLES, Marlborough hill, St John's Wood, Soap Refiner. April 2. Yardley v Yardley, Fry, J. Shoubridge, Lincoln's inn fields

[Gazette, Feb. 16.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

ALDRID, JAMES, Atherton, Lancaster, Collier. May 13. Whitaker, Lancaster pl, Strand
ALLEN, GEORGE, Thorne, York, Gent. April 2. England, Goolle
BASS, ABRAHAM, Winhill, Derby, Esq. Mar 31. Goodger, Burton upon Trent
BILSON, WILLIAM, Chilwell, Nottingham, Gent. April 1. Wells and Hind, Nottingham
BINDON, HARRIET, Ilton, Somerset. Mar 3. Paull, Ilminster
BOOKER, ELIZABETH, Allerton, Lancaster. April 6. Rowe and Co, Liverpool
BROOKSBANK, MARY ANN, Berry Brow, nr Huddersfield, York. Mar 7. Welsh, Huddersfield
BROWN, HENRY, Plymouth, Devon, J.P. Mar 13. Hubbard, Chancery lane
CAMPBELL, JOSEPH DONALD, South Penge pk, Surrey, Tea Salesman. Mar 15. Quick and Bidder, George st
CLOSE, GEORGE, Hartgate, York, Gent. Mar 13. Croft, Richmond, York
COMPTON, ELIZABETH, Mar 12. Rudall, Epson
COWTIS, LOUISA ELIZABETH, Dunster, Somerset. Mar 17. Bere, Milverton
DAVIS, GEORGE, Duddington grove, Kennington, Gent. Mar 16. Birt, Townhall chambers, Southwark
DAVISON, ANTHONY, Seaton Delaval, Northumberland, Esq. May 1. Brumell, Morpeth
DEWAPPE, WILLIAM PORTER, Southport, Lancaster, Pianoforte Manufacturer. Mar 23. Jeyons and Co, Liverpool
DUFF, ELIZABETH ANN, Rue des Ecuries d'Artois, Paris, France. April 1. Barnes and Bernard, Finsbury circus
FOOT, WILKO HERMAN, John st, Minories, Ship Broker. Mar 19. Cattarins and Co, Mark lane
GILLHAM, GEORGE, Bexhill, near Hastings, Sussex, Manufacturer of Cream Cheese. Mar 30. Hillman, Lewes
GLADSTONE, ALEXANDER, Liverpool, Wine and Spirit Merchant. April 12. Collins and Co, Liverpool
GOODE, THOMAS LONGBRIDGE, Gateshead, Durham, Civil Engineer. Mar 16. Williams, Birmingham
GORDON, THE HON ANNE, Bath. May 1. Stone and Co, Bath
HARROP, JOHN, Sheffield, York, Tailor. April 16. Brauns and Co, Sheffield
HATHAWAY, RHODA MARGARET, Strand Union Workhouse, Edmonton, Matron. Mar 10. Rose-Innes, Billiter House, Billiter st
HOWKINS, HENRY, Brixton, Devon, Gent. Mar 24. Mills and Co, Brunswick pl, City rd
HUNTER, JOHN, Coatham, York, Farmer. Mar 9. Meek, Middlesborough
JEDWISSE, GEORGE, Eastbourne terrace, Paddington, Barrister at law. Mar 31. Lay and Lake, Carey st
KING, WILLIAM SAMUEL, Gillingham, Kent, Gent. Mar 25. Steel, Gillingham
MARTIN, SAMUEL, Poole, Dorset, Firm Merchant. Mar 31. Trevanion, Poole
MOST, ELIZABETH, Newcastle-upon-Tyne. April 7. Mather and Co, Newcastle-upon-Tyne
MOLLY, MARY ANN, Froxfield, Hants. Mar 14. Dawson, Hart st, Bloomsbury sq
NORMAN, JAMES KITTLE, Layham, Suffolk, Gent. Mar 25. Turner and Co, Colchester
PRIME, ANNEUR, Brighton, Sussex, Esq. Mar 16. Ingram and Co, Lincoln's inn fields
ROBERTSON, ALEXANDER KEES, Calcutta, India, Merchant. June 1. Hardisty and Rhodes, St Marlborough st
RISDON, REV JOHN SEPTIMUS, Orton Vicarage, Westmoreland. Mar 19. Moser, Kendal
SMITH, WILLIAM, Brandeston, near Wickham Market, Suffolk, Hop Picker. Mar 14. McEllan, Bedford row

SPENCER, WALTER, Bath. May 1. Stone and Co, Bath
STAMP, ANN GUTHRIE, Kingston-upon-Hull. April 6. Stamp and Co, Hull
STEERY, JOHN, Worthing, Sussex, Esq. Mar 22. Sheppard and Riley, Moorgate st
STEWART, ARCHIBALD, Kensington Gardens terrace. Mar 22. Soames, Lincoln's inn fields
SUTHERBY, JONATHAN NIXON, Long Sutton, Lincoln, Chemist. Mar 16. Mossop and Mossop, Long Sutton
TATE, RICHARD, Hartlepool, Durham, Drapers' Clerk. Mar 14. Meek, Middlesborough
TEWARY, HARRIET, Clapham Common, Surrey. Mar 18. Winter and Co, Bedford row
TOWNSEND, HENRY DIVE, Trevallyn, Denbigh, General in H.M.'s Army. Mar 13. Potts and Roberts, Chester
VINCENT, WILLIAM, North Stoneham, Southampton, Esq. April 20. Warner, Winchester
WATTS, JANE ALICE, Painswick, Gloucester. April 10. Little and Mills, Stroud
WHITE, ROBERT ATKINSON, White Post lane, Hackney Wick, Licensed Victualler. Mar 26. Webb, Barbican chambers, Barbican

[Gazette, Feb. 16.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COUNT OF APPEAL.	V. C. BACON.	Mr. Justice KAT.
Monday, March.....	5 Mr. Jackson	Mr. King	Mr. Ward
Tuesday.....	6 Cobby	Merivale	Pemberton
Wednesday.....	7 Jackson	King	Ward
Thursday.....	8 Cobby	Merivale	Pemberton
Friday.....	9 Jackson	King	Ward
Saturday.....	10 Cobby	Merivale	Pemberton
	Mr. Justice FRY.	Mr. Justice PHARSON.	Mr. Justice CHITTY.
Monday, March.....	5 Mr. Koe	Mr. Lavie	Mr. Farrer
Tuesday.....	6 Clowes	Carrington	Teedsdale
Wednesday.....	7 Koe	Lavie	Farrer
Thursday.....	8 Clowes	Carrington	Teedsdale
Friday.....	9 Koe	Lavie	Farrer
Saturday.....	10 Clowes	Carrington	Teedsdale

LEGAL NEWS.

The Board of Trade have drawn up and published a series of clauses which are submitted for consideration as rough drafts of model clauses proposed to be inserted in Provisional Orders, and so far as applicable in licences granted under the Electric Lighting Act, subject to such modifications as local circumstances may in any case render expedient. They do not constitute a complete order. Clauses applicable only in particular cases, clauses with regard to the breaking up of private streets, railways, tramways, &c., general clauses as to notices, &c., saving clauses, and others are omitted; but they are intended to include the main subjects of general interest as to which any controversy is likely to arise. The following points require special attention:—The choice of the area of supply, the question of capital, the modes of supply, and the time of supply. As to price, it is proposed that electricity should in all cases be charged for by meter; but as at present it seems doubtful whether there is any reliable meter for quantity or energy, a power is given to the undertakers to charge for the present, and until the Board of Trade otherwise direct, by the maximum current required, and the number of hours during which electricity is used. No clauses are inserted as to limitation of profits, revision of prices, monopoly, &c. In the case of local authorities, there will be not only competition to look to, but also public opinion, and the Board of Trade prefer to rely upon the above considerations rather than to attempt to impose artificial restrictions, which in other cases have not proved too successful. Any person desirous of offering any criticisms or suggestions with regard to these clauses is requested to do so by letter, addressed to the Board of Trade, and marked on the outside of the cover enclosing it "Electric Lighting Act," on or before the 14th day of March.

The Veloplastie Company have issued a prospectus stating that the company has been formed for the purpose of acquiring the valuable patent rights for the invention of improvements in the process and apparatus for manufacturing material imitating leather fabrics and the like, and also wood, stone or other surfaces, embossed or otherwise figured, and also in the manufacture of imitation leather and other fabrics, together with certain improvements and additions to the said inventions provisionally secured; and also all the trade secrets in connection with the said patent rights. The following are some of the many uses to which it is particularly adapted:—General upholstery, including the covering of seats and cushions in railway and other carriages, tramcars, steamboat saloons, waiting rooms, &c., and in fact for most purposes for which leather is now in demand; the manufacture of nearly all articles known in the trade by the name of "fancy leather goods"—covering dressing bags, mill rollers, bookbinding, wood carving, and other works of art. The capital is £100,000, in 100,000 shares of £1 each, of which 30,000 shares have already been applied for, and 25,000 are reserved as part payment to the vendor, leaving 45,000 shares which are now offered at par. The vendor, who is also the promoter of this company, has fixed the purchase-money at £50,000. £25,000 is payable in cash, and £25,000 in shares, and he is to provide for payment of all expenses incidental to the formation of the company up to the allotment of shares.

RECENT SALES.

At the Stock and Share Auction and Advances Company's (Limited) sale, held on the 1st inst., at their sale-rooms, Crown-court, Old Broad-street, E.C., the following were among the prices obtained:—Tasmanian Main Line Railway £10 shares, £1; London, Edinburgh, and Glasgow Assurance £1 shares, 10s. paid, 7s. 6d.; Woolwich and South East London Trams £5 shares, £3 17s. 6d.; West Metropolitan Trams, £9 10s.; John Moir & Son £10 shares, par; Rio Grande do Sul (Brazil) £1 "A." shares, 10s.; North Staffordshire Trams £10 shares, £7 10s.; and other miscellaneous securities fetched fair prices.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GILKS.—Feb. 23, at 4, West-hill-villas, Wandsworth, S.W., the wife of W. J. Gilks, of 15, Lincoln's-inn-fields, W.C., solicitor, of a daughter.

WARD.—Feb. 22, at 4, Orwell-terrace, Dovercourt, the wife of A. J. H. Ward, solicitor, of a son, stillborn.

MARRIAGE.

BAILY-DOWSON.—Jan. 1, at St. John's Cathedral, Hongkong, Herbert Mainwaring Baily, B.A., barrister-at-law, to Susan Isabel, daughter of Henry Penfithy Dowson, of Reading, Berks.

DEATH.

AMOS.—Feb. 22, suddenly, at his residence, Yew Tree, Wye, Kent, George Amos, solicitor.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Feb. 23, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Apsey, John, Addison rd North, Builder. Pet Feb 20. Murray. Mar 9 at 11.30
Banks, Arthur Hay, Drapers' gins, Throgmorton st, Stock Brokers Clerk. Pet Feb 20. Murray. Mar 9 at 11
Craw, Walter Thomas, Leadenhall st, Tobacco Broker. Pet Feb 20. Murray. Mar 9 at 11

To Surrender in the Country.

Burrow, James, Middleton, Lancaster, Clogger. Pet Feb 21. Tweedale. Oldham, Mar 7 at 11
Harrison, John Henry, Woodlands, Isleworth, Builder. Pet Feb 20. Ruston. Brentford, Mar 13 at 2
Harrop, Joshua, Onsett, York, Rag Merchant. Pet Feb 19. Tennant. Dewsbury, Mar 13 at 12
Heath, William, Davenham, Chester, Baker. Pet Feb 20. Speakman. Crewe, Mar 7 at 11
Jones, Morgan, and David Morgan Jones, Swansea, Drapers. Pet Feb 19. Jones. Swansea, Mar 13 at 11
Le, William Phillip, Leeds, Boot and Shoe Maker. Pet Feb 16. Marshall. Leeds, Mar 14 at 11
Richards, William, Totterdown, Somerset, Butcher. Pet Feb 21. Harley. Bristol, Mar 9 at 3
Roberts, Joseph, Batley, York, Rag Merchant. Pet Feb 19. Tennant. Dewsbury, Mar 13 at 3
Roe, William James, Newport, Isle of Wight, late Farmer. Pet Feb 19. Blake. Newport, Mar 10 at 12
Smith, James Richmond, Norwich, Watchmaker. Pet Feb 19. Cooke. Norwich, Mar 9 at 12
Smail, Robert, Liverpool, Merchant. Pet Feb 20. Bellringer. Liverpool, Mar 8 at 12
Whitaker, James Saville, Manchester, Boot and Shoe Manufacturer. Pet Feb 19. Lester. Manchester, Mar 8 at 12
Willet, Joseph, jun, Crewe, Chester, Haberdashery. Pet Feb 21. Speakman. Crewe, Mar 7 at 12.30

TUESDAY, Feb. 27, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proof of debts to the Registrar.

To Surrender in London.

Martin, George, and John More Martin, Gloucester rd, South Kensington, Saddlers. Pet Jan 31. Haslitt. Mar 14 at 11
Peterson, P. Talbot, Brompton rd, Tobaccoist. Pet Feb 22. Haslitt. Mar 14 at 11
Robertson, William, Gladhow terrace, South Kensington, Fishmonger. Pet Feb 23. Poyys. Mar 14 at 2
Wilson, Allen, and Charles William Mollers, Grange walk, Bermondsey, Tanners. Pet Feb 23. Poyys. Mar 14 at 12

To Surrender in the Country.

Bell, John, Lancaster, Corn Dealer. Pet Feb 24. Wilson. Preston, Mar 15 at 11.30
Cherry, James, Welford, Gloucester, Licensed Victualler. Pet Feb 24. Campbell. Warwick, Mar 10 at 11
Eyles, John Stephen, Luton, Bedford, Straw Plait Merchant. Pet Feb 23. Cooke. Luton, Mar 10 at 11
Hole, James, Landport, Hants, Mealman. Pet Feb 20. Benny. Portsmouth, Mar 15 at 12
Mitchell, Benjamin Hillyard, Cambridge, Coal Merchant. Pet Feb 23. Raden. Cambridge, Mar 13 at 12
Parrell, Isaac, and George Thomas, Tenby, Pembroke, Grocers. Pet Feb 19. Parry. Pembroke Dock, Mar 13 at 1.30
Wagstaff, Henry, Ripley, Derby, Innkeeper. Pet Feb 23. Weller. Derby, Mar 15 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 23, 1883.

Field, George Harding, Chatsworth rd, Lower Clapton. Feb 16
Wesley, John, Tothill st, Westminster, Tobaccoist. Feb 20

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Feb. 23, 1883.

Abdala, Jacob, Manchester, Merchant. Mar 6 at 3 at A Committee Room, Old Townhall, King st. Corbett and Co, Manchester
Austin, Albert, North rd, Caledonian rd, Builder. Mar 13 at 2 at office of Andrew and Co, St James st, Bedford row
Bagguley, Edward, Newcastle-under-Lyme, Baker. Mar 9 at 3 at office of James, Newcastle-under-Lyme
Barrow, John, Leicester, Market Gardener. Mar 8 at 3 at office of Hales, Friar lane, Leicester. Geo and Parr, Leicester
Bart, Christopher, Hartford, Livery Stable Keeper. Mar 13 at 2.30 at office of Armstrong, Fore st, Hartford

Bellis, John, Penrobin, Flint, Pig Dealer. Mar 6 at 11 at office of Bransay, Eastgate row, Leeds
Bennion, James Hicks, Leeds, Cork Manufacturer. Mar 13 at 10.30 at Law Institute, Albion pl, Leeds. Cross, Bradford
Bedford, Thomas, Monkfrystone, York, Farmer. Mar 9 at 2 at office of Spink, Pontefract
Billingham, Thomas Henry, Tipton, Stafford, Shopkeeper. Mar 8 at 3 at office of Travis, Church lane, Tipton
Bliss, John William, Rotherhithe, Licensed Victualler. Mar 16 at 2 at office of Layton, Budge row
Broach, Charles, Hastings, Sussex, Fishmonger. Mar 8 at 3 at Provincial Hotel, Havelock rd, Hastings. Mann, Hastings
Brook, Edward Archibald, Stratford, Essex, Distiller. Mar 8 at 2 at office of Layton and Co, Budge row
Burbury, William, Kenilworth, Warwick, Farmer. Mar 9 at 12 at Queen's Hotel, Hartford st, Coventry. Taylor, Birmingham
Barrows, Squire, Howden, York, Innkeeper. Mar 8 at 12 at Bowman's Hotel, Howden. Cross, Bradford
Campbell, William, St Helen's, Lancaster, Cabinet Maker. Mar 9 at 3 at office of Massey, Hardshaw st, St Helen's
Clark, Arthur Richard, Brewer st, Golden sq, Packing Case Maker. Mar 8 at 3 at 270, Holborn. Betts, Newgate st
Court, Alfred, Sale st, Edgware rd, Toy Dealer. Mar 16 at 3 at office of Emanuel and Simmonds, Finsbury circus
Cox, Walter, West Bromwich, Stafford, Beer Dealer. Mar 8 at 10.30 at office of Wright, High st, Brierley hill
Decandia, Salvatore, Cardiff, Glamorgan, Ship Broker. Mar 12 at 3 at office of Tribe and Co, Crockerstown, Cardiff. Stephens, Cardiff
Dodd, Alfred, Blackburn, Lancaster, Bootmaker. Mar 8 at 11 at office of Riley, Ashtly gate, Blackburn
Dowler, John, Peapleton, Worcester, out of business. Mar 9 at 3 at offices of Lambert, Foregate st, Worcester
Elliott, George, Wombwell, nr Barnsley, York, Builder. Mar 13 at 4.45 at the Railway Hotel, Wombwell. Ridoal, Barnsley
Fletcher, John, Derby, Provision Merchant. Mar 13 at 3 at offices of Briggs, Amos alley, Derby
Forshaw, James, Liverpool, Cement Dealer. Mar 8 at 3 at offices of Newman, Sweeting st, Liverpool
Fondu, Joseph, Stanningley, York, Clogger. Mar 7 at 10.30 at offices of Cross, Market st, Bradford
Fraser, David, Rothbury, Northumberland, Joiner. Mar 5 at 10.30 at offices of Forster, St John st, Newcastle
Frazer, Mark, Rothbury, Northumberland, Chemist. Mar 5 at 11.30 at offices of Forster, St John st, Newcastle
Griffin, John, Worcester, Basket Maker. Mar 12 at 11 at offices of Stallard, Copenhagen st, Worcester
Halstead, James, Clitheroe, Lancaster, Carter. Mar 12 at 10.30 at offices of Aiken, Blackburn, Accrington
Hawkins, Berkeley, Weston-super-Mare, General Shopkeeper. Mar 9 at 11.30 at Victoria Hotel, Weston-super-Mare. Chapman, Bridgewater
Heard, Thomas Jeremiah, Wolverhampton, Commission Agent. Mar 7 at 10.15 at offices of Rudland, Queen st, Wolverhampton
Hilling, Charles, and Edmund Henry Randall, George rd, Aldermanbury, Woolen Agents. Mar 12 at 3 at Guildhall Coffee House, Gresham st. Sole and Co, Aldermanbury
Hillyer, Raymond, Worthing, Sussex, Builder. Mar 7 at 3 at office of Holmes, Bedford row, Worthing
Hilton, Alfred, Hertford, Hatter. Mar 7 at 11.30 at office of Swarder and Longmore, Castle st, Hertford
Hooper, Henry, and Woodward Hooper, Weston st, Bermondsey, Leather Factors. Mar 16 at 2 at Guildhall Tavern, Gresham st. Ashurst and Co, Old Jewry
Israel, Louis Ash, Chichester st, Upper Westbourne terrace, Butcher. Mar 12 at 3 at office of Rubinstein, Regents st, Waterloo place
Jefferson, George, Maryport, Cumberland, Publican. Mar 13 at 2 at office of Nicholson, Bell's pl, Senhurst st, Maryport
Jones, Richard, Holywell, Flint, Leather Merchant. Mar 9 at 3 at Grosvenor Hotel, Chester. Loe and Edwards, Ruthin
Kirkby, William, Trentham, Farmer. Mar 9 at 11.30 at North Stafford Hotel, Stoke upon Trent. Clarke and Hawley, London
Knights, Horace, Griston, Norfolk, Innkeeper. Mar 8 at 2.30 at office of Grigson and Robinson, Watton
Korner, Frederick Charles Henry, Bristol, Gloucester, Cigar Merchant. Mar 9 at 3 at office of Layton and Jacques, Rly pl
Lawrence, William Bennett, Bizenavon, Monmouth, Butcher. Mar 8 at 12 at office of Danney, Albion chmbrs, Newport
Linton, Charles, Reigate, Builder. Mar 12 at 12 at Greyhound Hotel, High st, Croydon. Lister and Co, Farnival's inn
Lockley, John, Winfanstow, Salop, Stonemason. Mar 7 at 12 at Buck's Head Hotel, Church Streeton. Griffiths, Bishop's Castle
Machin, Alexander, Nuneaton, Tailor. Mar 12 at 2 at office of Slingaby, Newdigate st, Nuneaton
Macgregor, William Sang, Witton le Wear, Durham, Foundry Manager. Mar 15 at 3 at office of Barron, High row, Darlington
Madden, John, Liverpool, Butcher. Mar 7 at 3 at office of Madden, Lord st, Liverpool
Marsden, William, Hatfield, York, Farmer. Mar 8 at 1 at Angel Hotel, Frenchgate, Doncaster. Webster and Styling, Sheffield
Matthews, Peter, Widnes, Grocer. Mar 6 at 3 at office of Gibson and Bolland, South John st, Liverpool. Beasley, Widnes
Matthews, Seymour, Fillongley, Warwick, Builder. Mar 8 at 11 at office of Hughes and Maser, Little Park st, Coventry
Morgan, Edwin James, Hay, Brecon, Bootmaker. Mar 14 at 1 at Green Dragon Hotel, Hereford. Page, Hay
Naef, Conrad, Swiss Hotel, Finsbury pavement, Restaurant Proprietor. Mar 12 at 3 at office of Goldberg and Langdon, West st, Finsbury sq
Newitt, Charles, Thame, Oxford, Innkeeper. Mar 7 at 2 at Anchor Hotel, Thame. Parker and Wilkin, High Wycombe
Nicholson, Thomas, Upper Vernon st, Clerkenwell, Potato Salesman. Mar 9 at 11 at office of Jenkins, Tavistock st, Strand
Norriah, William, Nottingham, out of business. Mar 7 at 3.30 at office of Bird, Middle pavement, Nottingham
Paget, Alfred, Took's ct, Chancery lane, Law Writer. Mar 6 at 2 at office of Scott and Co, Lincoln's inn fields
Pardington, John, Cheltenham, Gloucester, Tailor. Mar 3 at 12 at office of Potter, Regent st, Cheltenham
Parker, Thomas, Barrow-in-Furness, Rag Dealer. Mar 12 at 12 at Victoria Hotel, Church st, Barrow-in-Furness. Barrow, Barrow-in-Furness
Phillips, Edward, Newtown, Montgomery, Wine Merchant. Mar 9 at 1 at George Hotel, Shrewsbury. Powell
Phillips, John William, Southampton, Builder. Mar 7 at 3 at office of Perkins, Albion ter, Southampton
Pike, George, Tasman rd, Lambeth, Grocer. Mar 9 at 2 at office of Girling, Chancery lane
Pike, Joseph, Greatorex, Brighton, Upholsterer. Mar 14 at 12 at Guildhall Tavern, Gresham st. Freeman, Brighton
Pich, Thomas Gray, Sunderland, Grocer. Mar 5 at 3 at office of Bentham, Nile st, Sunderland
Pinder, William, and Jesse Tew, Nantwich, Chester, Bakera. Mar 8 at 11 at office of Pointon, Albion chmbrs, Church side, Crewe
Pollard, George, Bristol, General Dealer. Mar 3 at 12 at office of Emery, Broad st, Bristol

Poole, Edwin Albert, John St, Crutched Friars, Provision Merchant. Mar 19 at 2 at office of Woodley, Guildhall chhrs, Basinghall street. Bruce and Galloway, Gresham street
 Powers, Alfred, Birmingham, Chandelier Maker. Mar 8 at 11 at office of Grand Hotel, Colmore row, Birmingham. Taylor, Birmingham
 Pullan, Alfred, Beverly, York, Brewer. Mar 7 at 12 at office of Hirst and Capes, James St, Harrogate
 Reynolds, George Launder, Redruth, Cornwall, Grocer. Mar 8 at 11 at office of Paige, West End, Redruth
 Shaw, Joshua, Tyne Dock, Durham, Ship Chandler. Mar 7 at 3 at 32, Grainger st, West, Newcastle upon Tyne. Stanford, Newcastle
 Shelley, Charles, Warely, Essex, out of business. Mar 14 at 3 at Guildhall Tavern, Gresham West and Co, Cannon st
 Sherwin, Edward, Grantham, Lincoln, Tailor. Mar 1 at 11 at office of Schofield, St Peter's hill, Grantham
 Shirley, Arthur George Sewallis, Burgess Hill, Sussex, Clerk in Holy Orders. Mar 13 at 3 at office of Nye, North st, Brighton
 Solomon, Alexander, Darenth, Kent, Farmer. Mar 14 at 11 at office of Hayward, Lowfield st, Dartford
 Soper, Thomas John, Bishop's Feignton, Devon, Grocer. Mar 8 at 12 at office of Peterherick, Southernhay, Exeter
 Spencer, William, Bedminster, Bristol, Grocer. Mar 5 at 2.30 at office of Salmon, Broad st, Bristol
 Stapleton, William Walter, Sheffield, Bedford, Chemist. Mar 8 at 2 at office of Warner, Quality ct, Chancery lane
 Stather, Robert, Liverpool rd, Timber Merchant. Mar 9 at 2 at office of Boyes and Child, Poultry. Lambeth and Co, John St, Bedford row
 Stevens, Victor, Lambeth rd, Theatrical Manager. Mar 6 at 11 at office of Moore, Crown st, Halifax
 Stones, Samuel, Leyburn, York, Fishmonger. Mar 8 at 3 at Golden Lion Hotel, Northallerton. Lodge, Wakefield
 Sutcliffe, James, Burnley, Lancaster, Basket Maker. Mar 9 at 3 at office of Nowell, Hargreaves st, Burnley
 Symes, Eli, New Cross rd, Draper. Mar 7 at 3 at office of Lea, Old Jewry chambers, Old Jewry
 Thomas, Thomas, Barton, Chester, Farmer. Mar 6 at 4 at office of Churton, Eastgate bldgs, Chester
 Thomas, William Williams, Anfield, nr Liverpool, Builder. Mar 14 at 3 at office of Rose and Co, North John St, Liverpool. Ayrtun, Liverpool
 Tomes, Charles William, Exeter, Clerk. Mar 9 at 3 at office of Reed, 254, High st, Exeter
 Turberville, John, Oldswinford, Worcester, Licensed Victualler. Mar 7 at 11 at office of Gould and Elock, Lower High st, Stourbridge
 Turnbull, James, and Outbert Turnbull, Newcastle upon Tyne, Jewellers. Mar 8 at 2 at office of Joel and Co, Newgate st, Newcastle upon Tyne
 Underwood, William, Brynston st, Portman sq, Tailor. Mar 12 at 2 at office of Hogan and Hughes, Martin's lane, Cannon st
 Ward, Frederick Joseph, and Joseph Pilkinton, Longborough, Leicester, Shoe Dealers. Mar 7 at 3 at office of Hales, Friar lane, Leicester. Gee and Parr, Leicester
 Weaver, William, Ross, Hereford, Mercer. Mar 9 at 2 at Green Dragon Hotel, Hereford. James and Bodenham, Hereford
 Webster, John, and Henry Saunders Edwards, Crewkerne, out of business. Mar 12 at 3 at Inns of Court Hotel. Jolliffe, Crewkerne
 Wellman, Harriet, Reading, Berks, Grocer. Mar 8 at 3 at office of Creed, the Forbury, Reading
 Wilkins, Henry, Westbury upon Severn, Gloucester, Farmer. Mar 9 at 11 at office of York, Berkeley sq, Gloucester
 Williams, John, Aberdare, Glamorgan, Fruiterer. Mar 1 at 11 at office of Phillips, Canon st, Aberdare
 Williams, Thomas Saffery, and Charles Williams, Bolton, Paint Manufacturers. Mar 13 at 3 at office of Lees and Graham, King st, Manchester. Dowling and Urry, Bolton
 Wright, Robert, Scarisbrick, nr Ormskirk, Lancaster, Farmer. Mar 7 at 11 at office of Brighouse and Co, Derby st, Ormskirk
 Wright, William Crowcott, Coventry, Licensed Victualler. Mar 8 at 2 at office of Minister, Trinity churchyard, Coventry
 Wolff, Henry August Wilhelm, Birmingham, Watchmaker. Mar 8 at 11 at office of Coulton, Birmingham

TUESDAY, Feb. 27, 1883.

Barker, Benjamin, Benjamin Barker, jun, Joseph Henry Barker, John Thomas Barker, and Albert Barker, Leeds, York, Woollen Manufacturers. Mar 9 at 2 at office of Middleton, Calverley chhrs, Victoria sq, Leeds
 Barker, James William, Chester le Street, Durham, Confectioner. Mar 14 at 11 at office of Marshall, Clapham, Durham
 Barton, James Vincent, Walbrook, Merchant. Mar 15 at 2.30 at office of Spain and Co, Coleman st. Harper and Batcock, Rood lane
 Battle, William John, Upper Fore st, Edmonton, Butcher. Mar 16 at 11 at office of Wolferstan and Co, Ironmonger lane, Chapside
 Beresford, Charles, Glossop, Derby, Innkeeper. Mar 9 at 3 at Clarence Hotel, Piccadilly, Manchester. Broadsmith Ashton under Lyne
 Bird, James, Russia row, Milk st, Merchant. Mar 22 at 3 at office of Montagu, Bucklersbury
 Bird, Thomas Henry, Sonning, Berks, Grocer. Mar 12 at 3 at office of Creed, the Forbury, Reading
 Booth, John Wigfall, Dunham on Trent, Nottingham, Farmer. Mar 13 at 11 at office of Marshall, Chapelgate, East Retford
 Brown, William Edward, Matlock Bridge, Derby, Butcher. Mar 14 at 3 at office of Potter, Matlock Bridge
 Browning, William Shakespear, Middleton rd, Battersea Rise, Newspaper Proprietor. Mar 14 at 11 at Whynot Villa, St John's rd, Battersea Rise. Wilkins, Cannon st
 Carley, Alfred, Leeds, Boot Dealer. Mar 12 at 1 at office of Rooke and Midgley, White Horse st, Boar lane, Leeds
 Carter, Richard, Leicester, Grocer. Mar 14 at 3 at office of Hales, Friar lane, Leicester. Gee and Parr, Leicester
 Chalwin, Alfred, Dorking, Surrey, out of business. Mar 20 at 12 at office of Hart and Co, High st, Dorking
 Chinn, Mary Harriett, Knowle, Warwick, Licensed Victualler. Mar 9 at 3 at office of Bradley, Colmore row, Birmingham
 Clayton, Thomas, Orston, Nottingham, Hotel Keeper. Mar 14 at 12.30 at Saracen's Hotel, Newark on Trent. Cockayne, Nottingham
 Cleobury, Aaron, Newchapel, Stafford, Licensed Victualler. Mar 10 at 11 at Swan Inn, High st, Tunstall. Salt, Tunstall
 Colman, William, Grosvenor rd, Tobaccoist. Mar 22 at 4 at office of Gifford, Grosvenor rd. Bymer
 Coppock, John Kent, Over, Chester, Cabinet Maker. Mar 12 at 11 at office of Green and Dixon, Castle st, Northwich
 Cotterill, Frederick, Longton, Stafford, General Dealer. Mar 9 at 2 at office of Bishop and Topham, Bank chhrs, Hanley
 Cotton, John, Birmingham, out of business. Mar 12 at 11 at office of Price and Co, Paradise st, Birmingham
 Coulman, John, Ambleside, Westmorland, Butcher. Mar 14 at 12 at County Court Office, Ambleside. Gasey, Ambleside
 Cuckney, Frederic William, Hough-on-the-Hill, Farmer. Mar 14 at 12 at offices of Thompson and Sons, Elmer st, Grantham
 Davis, Fred, Bristol, Merchant's Clerk. Mar 13 at 12 at offices of Evans, Exchange bldgs East, Bristol
 Dennis, John, Silvertown, Devon, Carpenter. Mar 9 at 11 at offices of Reed, High st, Exeter

Devonport, Richard, Rock, Worcester, Carpenter. Mar 13 at 11 at offices of Conchman and Co, Swan st, Kidderminster
 Doncaster, Frederick, Bingham, Notts, Grocer. Mar 12 at 12 at offices of Acton and Marriott, Victoria st, Nottingham
 Down, Walter, East Farleigh, Kent, Licensed Victualler. Mar 13 at 11 at offices of Monckton and Co, King st, Maidstone
 Earp, Groves, Birmingham, Tin Plate Worker. Mar 9 at 3 at offices of East and Smith, Old sq, Birmingham
 Ellis, Charles, Upper Thames st, Wine Merchant. Mar 21 at 2 at offices of Joselyne and Co, King st, Chapside
 Entwistle, Joseph Barlow, and John Entwistle, Kearsley, Lancaster, Timber Merchant. Mar 15 at 3 at offices of Greenhaigh and Cannon, Acresfield, Bolton
 Fairburn, George Henry, Nottingham, Paviour. Mar 13 at 3.30 at offices of Webster, Wheeler gate, Nottingham
 Fish, Joseph, Middlesborough, Glas Merchant. Mar 10 at 10 at office of Teale, Albert rd, Middlesborough
 Fletcher, James, Eckington, Derby, out of business. Mar 9 at 3 at office of Widdowson, Market Hall, Eckington
 Fotherage, John Samuel, King's Norton, Worcester, Paper Box Maker. Mar 8 at 11 at office of Eaden, Bennett's hill, Birmingham
 Garrett, William, the Parade, Loddish lane, Dulwich, Grocer. Mar 14 at 11 at 88, Chancery lane. Godfrey, Chancery lane
 Gibbons, Henry, Leeds, Boot Manufacturer. Mar 14 at 1 at office of Rooke and Midgley, White Horse st, Boar lane, Leeds
 Goldstein, George, Stavordale rd, Highbury, Tobaccoist's Assistant. Mar 15 at 11 at office of Godfrey, Chancery lane
 Goodall, Henry, Wolverhampton, Fruiterer. Mar 9 at 11 at office of Rhodes, Queen's st, Wolverhampton
 Grace, Edwin, Southampton, Corn Merchant. Mar 12 at 12 at office of Robins, Portland st, Southampton
 Greathach, William, Liverpool, Baker. Mar 10 at 12 at office of Horner, Stafford st, Liverpool
 Greendale, Benjamin, Nottingham, Upholsterer. Mar 12 at 3 at office of Wells and Hind, Fletcher gate, Nottingham
 Gregory, James, Skerton, Lancaster, Stonemason. Mar 15 at 11 at office of Clark and Co, Sun st, Lancaster
 Grin, John Alfred, Worcester, out of business. Mar 15 at 11 at office of Stallard, Copenhagen st, Worcester
 Griffiths, William, and William Walter Griffiths, Manchester, Plumbers. Mar 9 at 3 at office of Simpson and Hockin, Mount st, Manchester
 Griffiths, William Harries, Pembrey, Carmarthen, Draper. Mar 13 at 10.30 at office of Walters, St Mary st, Carmarthen
 Hampson, James, Bootle-cum-Linacre, Lancaster, Baker. Mar 13 at 2 at office of Murphy, Crosshall st, Liverpool. Maundier, Liverpool
 Heaver, Edward, New Thornton Heath, Dairyman. Mar 14 at 3 at office of Davis, New Jewry chambers
 Hickman, Walter Charles, Lowther arcade, Strand, Fancy Goods Merchant. Mar 15 at 3 at office of White, New inn, Strand
 Hunter, Henry James, Willenhall, Stafford, Builder. Mar 16 at 12 at office of Slater, Butcroft, Darlaston
 Hutin, Samuel, Grange pk rd, Leyton, Clerk. Mar 6 at 1 at office of Moss, Greenchurch st
 Iles, William Samuel, Albany rd, Camberwell, Brick Merchant. Mar 14 at 3 at Law Society, Chancery lane. Thatcher, Bennett's hill, Doctor's commons
 Ives, John, and Frederick Ives, Shipley, York, Builders. Mar 9 at 11 at office of Mumford and Johnson, Bradford
 Jeffards, James, Kidderminster, Worcester, Fishmonger. Mar 12 at 3 at office of Bain and Dawes, Bank bldgs, Kidderminster
 Johnson, William, Leeds, Commercial Traveller. Mar 13 at 12 at Law Institute, Albion pl, Albion st. Cross, Bradford
 King, Thomas Beckensale, Maidenhead, Berks, Tailor. Mar 13 at 2 at 83, Gresham st, Maidenhead
 Lake, Samuel, and Thomas Walsley Taylor, Victoria st, Contractors. Mar 15 at 3 at office of Lumley and Lumley, Conduit st, Bond st
 Leeman, Rev William Luther, Walton le Wold, Lincoln, Clerk in Holy Orders. Mar 1 at 3 at Masons Hotel, Louth. Wood, Louth
 Leo, Isaac David, Fulham rd, Furniture Dealer. Mar 12 at 12 at office of Leverton, Devonshire sq, Bishopsgate st
 Long, George, Pershore, Worcester, Dairyman. Mar 9 at 11 at office of Williams, Worcester chhrs, Pierpoint st
 Longmire, John Park, Kendal, Westmorland, Painter. Mar 12 at 11 at office of Bolton, Finkle st, Kendal
 Mackenzie, John, Burnley, Lancaster, Currier. Mar 16 at 2 at Golden Lion Hotel, Brigsteade, Leeds. Hodson, Burnley
 Marden, William, Burnley, Brewer. Mar 16 at 12 at Exchange Hotel, Burnley. Knowles, Burnley
 Mason, Thomas, Stratford, Essex, Hatter. Mar 7 at 10 at Victoria park road, South Hackney
 May, Thomas, Lower Sydenham, Kent, Builder. Mar 12 at 1 at Stoney lane, Cliford
 Melville, James, Manchester, Commission Agent. Mar 12 at 3 at office of Bidell, Brzenose st, Manchester
 Merritt, John, Birmingham, Bar Fitter. Mar 13 at 11 at office of Smith, Colmore row, Birmingham
 Miller, John, Norwich, Tobaccoist. Mar 10 at 12 at office of Emerson, Rampant Horse st, Norwich
 Moll, George, Banbury, Oxford, Photographer. Mar 13 at 3 at office of Fairlie, Bridge st, Banbury
 Moody, James, Redruth, Cornwall, Photographer. Mar 13 at 11 at office of Page and Co, West End, Redruth
 Morgan, Edwin James, Hay, Brecon, Bootmaker. Mar 14 at office of Phillips, Small st, Bristol, in lieu of place originally named
 Musto, Edward George, Birmingham, Licensed Victualler. Mar 12 at 11 at office of Cottrell, Temple row, Birmingham
 Oxley, William, Kingstone, Kent, Blacksmith. Mar 14 at 11 at Queen's Head Inn, Canterbury. Gibson, Sittingbourne
 Page, James, Bilston, Stafford, Grocer. Mar 16 at 11 at office of Rhodes, Queen's st, Wolverhampton
 Paget, Thomas Cumberland, High st, Clapham, Nurseryman. Mar 16 at 3 at office of Cannon, Wool Exchange, Coleman st
 Paice, William, Reading, Job Master. Mar 14 at 11 at offices of Newman, Friar st, Reading
 Phillips, Richard, Balsall Heath, Worcester, out of business. Mar 12 at 11 at offices of East and Smith, Old sq, Birmingham
 Plummer, James Puxey, Hythe, Kent, Linen Draper. Mar 10 at 11 at office of Mallory, High st, Hythe
 Preston, Charles, West Hartlepool, Railway Fireman. Mar 9 at 3 at offices of Teale, Albert rd, Middlesborough
 Pritchard, Theophilus, Abergele, Denbigh, Hotel Keeper. Mar 17 at 12.30 at All Saints Hotel, Chester. Davies and Roberts, Rhyl
 Rawlings, William Richard, Peterborough, out of business. Mar 16 at 11 at offices of Hart, Priestgate, Peterborough
 Read, William Samuel, Finsbury pavement, Tobaccoist. Mar 14 at 3 at offices of Hope, Trinity sq, Southwark
 Reddihall, Thomas, Leeds, Hat Manufacturer. Mar 12 at 3 at offices of Harland, South parade, Leeds
 Rhodes, Thomas William, Eckington, Derby, Farm Manager. Mar 13 at 3 at Law Society, Bank st, Sheffield. Smith and Co, Sheffield
 Richardson, Robert, Thorganby, York, Tailor. Mar 10 at 11 at office of Dale, Blake st, York

McDonald, Alfred Ernest, Aston, Warwick, Jeweller's Foreman. Mar 10 at 11 at office of Mollard and Corbett, Newhall chhrs, Newhall st, Birmingham

Reaper, John, High rd, Chiswick, Oilman. Mar 9 at 3 at office of Hetherington, South

Rees, Gray's Inn

Reynold, William, Culmstock, Devon, Blacksmith. Mar 13 at 13 at office of Bond, Wel-

lington

Sale, William, Lavender hill, Veterinary Farrier. Mar 7 at 2 at office of Patience, Chapside

Shedding, Matthias, Newton le Willows, Lancaster, Engineer. Mar 13 at 11 at office of Wall, Clarence chhrs, Walsgate, Wigan

Shaw, Frederick Richard, Hythe, Innkeeper. Mar 21 at 4 at office of Mallam, High st, Elyse

Shaw, William George, Cardiff, Traveller. Mar 8 at 3 at office of Ensor, Arcade chhrs, St Mary st, Cardiff

Stanley, James, Bedford, Butcher. Mar 13 at 11 at George Hotel, Bedford. Conquest and Clare, Bedford

Stewart, Robert, Bristol, Tailor. Mar 9 at 12 at office of Paul, Corn st, Bristol

Stranger, George Henry, Benceley rd, Battersea, Builder. Mar 6 at 2 at office of Cor-

rells and Co, East hill, Wandsworth

Sturges, Charles, Gloucester rd, South Kensington, no business. Mar 20 at 3 at office of Lewis and Lewis, Ely pl, Holborn

Talbot, Herbert, Market Drayton, Salop, no occupation. Mar 9 at 11 at 7, Normacott rd, Longton. Adderley and Marlett, Longton

Togood, John Thomas, Bournemouth, Builder. Mar 13 at 3 at office of Drutt, Town-

hall chhrs, Bournemouth

Ward, Richard Thomas, Nafferton, York, Bricklayer. Mar 10 at 2 at office of White, St Driffeld

Watson, John Dawson, Marlborough hill, St John's Wood, Artist. Mar 14 at 12 at Cannon st Hotel, Cannon st. Dubois and Reid, Pancras lane, Queen st

West, Albert Richard, Lenham, Kent, Grocer. Mar 9 at 11 at office of Monckton and Co, Lincoln's inn fields

Widmish, John Henry, Newark-upon-Trent, Nottingham, Publican. Mar 6 at 12 at office of Footit, Market pl, Newark-upon-Trent

Wilkinson, William, Moses gate, Lancaster, Fruiterer. Mar 9 at 3 at office of Robin-

son, Nelson sq, Bolton

Williams, Charles, Bolton, Lancaster, Paint Manufacturer. Mar 13 at 4.15 at office of Lees and Graham, King st, Manchester. Dowling and Urry, Bolton

Williams, Samuel, Fenditry, Glamorgan, Grocer. Mar 15 at 11 at office of Shepard, Queen st, Tredegar

Williams, Thomas Saffery, Bolton, Lancaster, Paint Manufacturer. Mar 13 at 4 at office of Lees and Graham, King st, Manchester. Dowling and Urry, Bolton

Wilson, Henry, Leeds, Tanner. Mar 14 at 2.30 at office of Scatterd and Hopkins, Alton st, Leeds

Wink, Albert, and Frederick Edward Winch, Dewsbury, Tailors. Mar 12 at 2.30 at Railway Station Hotel, Soothill. Ibberson, Dewsbury

Wright, Samuel, North Muskharn, Nottingham, Victualler. Mar 12 at 3 at office of Batty, Gresham chhrs, Beestmarket hill, Nottingham

The Subscription to the SOLICITORS' JOURNAL is—Town, 28s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d. All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

CONTENTS.

CURRENT TOPICS	287	Wilson v. Kirkwood	294
THE GOVERNMENT BANKRUPTCY BILL	289	In re John Clarke, jun., & Co's Trade-Mark	296
THE JURISDICTION CONFERRED UPON COURTS OF BANKRUPTCY BY SECTION 73 OF THE BANKRUPTCY ACT, 1869	290	In re Robinson	296
THE CONVEYANCING ACT, 1881	291	Holdcroft v. Lowndes	297
REVIEWS	292	Middleton v. Land	297
CORRESPONDENCE	292	Wilson v. De Coulon	297
CASES OF THE WEEK—		CASES BEFORE THE BANKRUPTCY REGISTRARS	297
Ex parte Mellor	293	SOLICITORS' CASES	297
Hack v. The London Provident Building Society	293	COUNTY COURTS	298
Ex parte Robinson	293	SOCIETIES	298
In re Hanna	294	LAW STUDENTS' JOURNAL	299
Kendall v. Marshall, Stevens, & Co.	294	LEGAL APPOINTMENTS	300
The North London Railway Company v. The Great Northern Railway Company	294	OBITUARY	300
Ex parte Griffith	295	NEW ORDERS, &c.	300
Mason v. Mason	295	LEGISLATION OF THE WEEK	301
Smyth-Pigott v. Smyth-Pigott	295	COMPANIES	301
Bullmore v. Wynter	295	CREDITORS' CLAIMS	302
		COURT PAPERS	302
		LEGAL NEWS	302
		LONDON GAZETTES, &c., &c.	302

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The Editor does not hold himself responsible for the return of rejected communications.

EDE AND SON,

ROBE "MAKERS

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To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London &c.

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2	25, Marlborough-road	55½	12 10	130
3	31, Marlborough-place	57½	12 0	130
4	3, Abercorn-place	57½	15 0	105
5	5, Abercorn-place, and stables	57½	15 0	135
6	7, Abercorn-place, and stables	57½	15 0	130
7	9, Abercorn-place	57½	15 0	110
8	14, Violet-hill, and 1, Abercorn-mews	57½	5 0	60
9	13, Violet-hill	57½	5 0	35
10	35, Finchley-road	55½	20 0	170
11	37, Finchley-road	55½	20 0	140
12	75, Avenue-road	54½	20 0	250
13	77, Avenue-road	54½	20 0	250
14	8, Porous-road	54	7 0	70
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SALES FOR THE YEAR 1883.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, Mar. 6	Tuesday, May 29	Tuesday, Aug. 7
Tuesday, Mar. 13	Tuesday, June 5	Tuesday, Aug. 14
Tuesday, Mar. 20	Tuesday, June 12	Tuesday, Aug. 21
Tuesday, April 3	Tuesday, June 19	Tuesday, Aug. 28
Tuesday, April 10	Tuesday, June 26	Tuesday, Oct. 2
Tuesday, April 17	Tuesday, July 3	Tuesday, Oct. 9
Tuesday, April 24	Tuesday, July 10	Tuesday, Nov. 6
Tuesday, May 1	Tuesday, July 17	Tuesday, Nov. 20
Tuesday, May 8	Tuesday, July 24	Tuesday, Dec. 11
Tuesday, May 22	Tuesday, July 31	

Auctions can also be held on other days besides those above specified. Due notice in any case should be given, in order to insure proper publicity; the period between such notice and the auction must, of course, considerably depend upon the nature of the property intended to be sold.—80, Cheapside, London.

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FARMER, & BRIDGEWATER'S LIST OF ESTATES AND HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

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SALES FOR THE YEAR 1883.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. beg to announce that the following DAYS have been fixed for their SALES during the year, 1883, to be held at the MART, Tokenhouse Yard, E.C.:

Thursday, Mar. 15	Thursday, June 14	Thursday, Aug. 9
Thursday, Apr. 3	Thursday, June 28	Tuesday, Oct. 2
Thursday, Apr. 19	Thursday, July 3	Tuesday, Oct. 16
Thursday, May 3	Thursday, July 12	Thursday, Nov. 23
Thursday, May 17	Tuesday, July 17	Tuesday, Dec. 11
Thursday, May 31	Tuesday, July 24	

Other appointments for Special Sales will be arranged.
—Nos. 5 and 6, Lancaster-place, Strand, W.C., and 18, Old Broad-street, E.C.

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Particulars may be obtained of Messrs. Farebrother, Ellis, Clark, & Co., 5 and 6, Lancaster-place, Strand, W.C., and 18, Old Broad-street, E.C.

Building Land, close to Hyde-park, suitable for the erection of important town mansions, with stabling at rear.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. will offer for SALE by AUCTION, at the MART, E.C., on THURSDAY, MARCH 15, at TWO o'clock precisely, in Two Lots, a highly valuable PLOT of FREEHOLD LAND in Knightsbridge. It is of sufficient frontage for the erection of two mansions, and contains a depth for blocks of stabling at their rear, with an approach.

Particulars of Messrs. Tidy & Tidy, Solicitors, 27, Sackville-street, W.; and of Messrs. Farebrother, Ellis, Clark, & Co., 5 and 6, Lancaster-place, Strand, W.C., and 18, Old Broad-street, London, E.C.

ENFIELD, MIDDLESEX.

A Freehold Building Estate (land-tax redeemed and title free) of about 25 acres, nearly equi-distant between the Bush-hill-park and Enfield Stations on the Great Eastern Line, and only a short remove from the Enfield Station on the Great Northern. The land has an extensive frontage to Southborough-road, and abuts in the rear to the Bush-hill-park Estate, which is being rapidly developed.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. are instructed to sell, at the MART, Tokenhouse-yard, E.C., on THURSDAY, MARCH 15, at TWO o'clock precisely, in One Lot (unless previously disposed of by private contract), the above important BUILDING ESTATE, with possession.

May be viewed, and particulars and plans obtained from Messrs. Lewis & Sons, Solicitors, No. 7, Wilmington-square, W.C.; Messrs. Miller & Miller, Solicitors, 13, Sherborne-lane, King William-street, E.C.; at the King's Head Inn, Enfield; and of Messrs. Farebrother, Ellis, Clark, & Co., 5 and 6, Lancaster-place, Strand, W.C., and 18, Old Broad-street, E.C.

By order of Executors.—Valuable Leasehold Investment at Westminster, arising out of extensive premises in Grosvenor-road, and held for an unexpired term of 15 years at the low ground-rent of £95, and underlet for the whole term, less a few days, at rents amounting to £390 a year.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. are instructed to offer the above INVESTMENT for SALE by AUCTION, at the MART, E.C., on TUESDAY, APRIL 3, at TWO o'clock precisely.

Particulars may be obtained of Messrs. Oliver & Sons, Union Bank-chambers, 61, Carey-street, Lincoln's-inn, W.C.; at the Mart, E.C.; and of Messrs. Farebrother, Ellis, Clark, & Co., 5 and 6, Lancaster-place, Strand, W.C., and 18, Old Broad-street, E.C.

INVESTMENTS.—SHOP PROPERTIES.

MR. F. ELLIS MORRIS will sell by AUCTION, at the MART, Tokenhouse-yard, Bank, E.C., on WEDNESDAY, MARCH 14, 1883, at TWO o'clock precisely, as follows:—

By order of the Mortgagees.—CHARING CROSS.—The desirable BUSINESS PREMISES, No. 7, Hemming-row, a capital position for trade, being as it is one of the chief approaches to Charing-cross Station, and in close proximity to Leicester-square, the Strand, and Trafalgar-square. The house is in capital repair, and contains the usual living rooms, and a well-arranged Tobacconist's shop, and is let on lease for the full term at £130 per annum. Held on lease at a low ground-rent.

WESTMINSTER BRIDGE ROAD.—A valuable FREEHOLD ESTATE, comprising a block of Five Shops with Dwelling-houses, known as Nos. 83, 90, 94, 96, and 98, Westminster-bridge-road, in a capital situation, between Christ Church and St. George's Cathedral, on the east side of this well-known high road. The houses are in good repair, and are all let on leases at rents amounting to £300 per annum.

Particulars may be obtained at the Mart, Tokenhouse-yard; and of Mr. F. Ellis Morris, Auctioneer, Nos. 1 and 2, Poultry, E.C.

OFFICES or CHAMBERS.—To be Let, the Upper Part of a House in the Strand (South side), between Somerset House and the New Law Courts. Full particulars may be had on application to JOHN HART, Advertising Agent, 33, Southampton-street, Strand, London, W.C.

Sales for the year 1883.

MESSRS. JOSHUA BAKER & WILKINSON (late Baker & Sons, of Kilburn) beg to announce that their AUCTIONS of FREEHOLD, Leasehold, and Copyhold PROPERTIES, Reversions, Life Interests, and other Investments, will take place at the MART, Tokenhouse-yard, Bank, on the following Wednesdays:—

Wednesday Mar 7	Wednesday Jun 27	Wednesday Oct 24
Friday Mar 30	Wednesday July 11	Wednesday Nov 7
Wednesday Apr 11	Wednesday July 25	Wednesday Nov 21
Wednesday Apr 25	Wednesday Aug 15	Wednesday Dec 5
Wednesday May 16	Wednesday Aug 29	Wednesday Dec 19
Wednesday May 29	Wednesday Sept 20	
Wednesday Jun 13	Wednesday Oct 10	

Auctions can, if necessary, be held on other days.—St. Stephen's-chambers, Telegraph-street, Moorgate-street, Bank, E.C., and Kilburn, N.W.

Solicitors, Trustees, Liquidators, and Others are requested to notice that SALES by AUCTION will be held at the AUCTION MART, London, E.C., by

MESSRS. STANLEY, ROBINSON, & CO.

on the following DATES, at ONE for TWO o'clock precisely:—March 19, April 23, May 28, June 25, July 23, August 27, September 24, October 22, November 26, and December 17—of Reversions, Life Policies, Annuities, Shares, Stocks, and Debentures, free of any charge, if not sold; if sold, 2½ per cent. on the amount realized, but no commission to be less than 2s. 6d. Also, Freehold and Leasehold Estates, &c., upon liberal terms, which may be known on application at the offices of the Auctioneers, Poultry-chambers, 11, Poultry, and 24, Queen Victoria-street, London, E.C.

MESSRS. JOHNSON & DYMOND beg to announce that their SALES by AUCTION of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of property of deceased and other clients. In consequence of the frequency of their Sales, Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1793), 33 and 39, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week (Saturdays excepted).

AUCTION ROOMS

Specialty for the Sale of Literary Property, Music, and Works of Art, 47, LEICESTER SQUARE, LONDON, W.C.

MESSRS. PUTTICK & SIMPSON beg to announce that the above rooms are open daily for the reception of all kinds of Literary and Art Property, Musical Collections, &c., intended for Sale by Auction. Messrs. P. & S. feel assured that the necessary knowledge (gained only by long experience) and the extensive connection enjoyed by their firm will be a sufficient guarantee to solicitors and others that such property entrusted to their care will be arranged for sale in the most advantageous manner.

Valuations for Probate or Legacy Duty, or for Public or Private Sale.

ESTABLISHED (IN PICCADILLY) 1794.

BONUS RESULTS.

THE PROFITS paid in cash by the SUN LIFE OFFICE are exceptionally large, surpassing those hitherto given, and for which the Society has been so justly noted, and averaging

173 per Cent. of the Annual Premium (more than 1½ Premiums), now payable in cash; or 284 per Cent. of the Annual Premium (more than 2½ Premiums) added to the sum assured. Exemplified more fully, at the average age 35, by the following table:—

Years in Force.	Original	Cash.	Reversion.	Premium Reduced
5	Premium	£ s. d.	£ s. d.	£ s. d.
10	age 35,	41 8 1	87 16 1	25 10 9
15		46 13 7	84 4 4	23 2 8
20	£1,000	46 14 11	78 13 11	16 7 3
25		55 8 10	83 6 8	11 6 5
30	£28 6 8	72 9 3	101 16 6	3 13 8
		£300 8 5	£325 14 7	Still entitled to future profits.

Assuming future profits are as large (which may be confidently expected, owing to the increasing business and large reserves of the Company). New Entrants may anticipate that, on a Policy for £1,000, the Bonus will, after 30 years, amount to £525; the Cash (with 4 per Cent. interest) equal £505; or yield a continual reduction of the Premium amounting to £24 14s.

Age other than 35 in proportion to the Premiums charged.

N.B.—Bonus Options at each Division. No Partnership Liability. Modern Practice. Simple Proposal Forms. Immediate Settlements.

HULL CORPORATION STOCK.

Interest at £3 10s. per cent. per annum, payable half-yearly at the Bank of England or any of their Country Branches.

FIRST ISSUE OF £500,000 STOCK.

Authorized by the "Hull Corporation Loans Act," &c. 45 Vict. ch. 94.

MINIMUM PRICE OF ISSUE, £94 PER CENT.

First Dividend, being Six Months' Interest, payable on 1st July, 1883.

Trustees or other persons for the time being having power to invest any moneys in nominal debentures or nominal debenture stock issued under the Local Loans Act, 1875, are authorized to invest in Stock issued under this Act.

THE BANK OF ENGLAND give notice that by arrangements made with the Corporation of Hull, under Section 4 of the "Hull Corporation Loans Act, 1881," and in pursuance of a resolution of the Town Council, they will be prepared to receive tenders for £500,000 of Hull Corporation Stock, bearing interest at £3 10s. per cent. per annum, payable half-yearly at the Bank of England or any of their Country Branches.

The books of the Stock will be kept at the Bank of England. Holders of Stock will be able to take out Stock Certificates to bearer, with coupons attached, transferable by delivery, at the same rate of Charge as exists at present in the case of Government Stock. Dividend warrants will be transmitted by post, if desired, and Transfers and Stock Certificates to bearer will be free from stamp duty.

The Stock will be secured not only upon the Borough, District and Highway Rates, which are unlimited, but also on the Water undertaking of the Borough, and upon revenues derived by the Corporation from Real Estate, Market Tolls and Fees, Water Bailiffs' Dues, the Court of Record and Mytton Court Fees, the capital value of which is estimated by the Corporation at the sum of £250,000 and upwards.

The Rateable value of the present Borough exceeds £800,000. The gross revenue of the Corporation from its Water undertaking and from its other properties is shown by the accounts to be over £61,000. The debt of the Corporation is thus amply secured without touching the Rates upon these receipts. The accounts show that the outstanding debt of the Corporation on the 25th March, 1882, was £205,392 4s. 11d.

The present issue of Stock is for the purpose of paying off the existing Corporation mortgages secured on the Local Rates, which mortgages the Corporation have now the option of redeeming, and for raising a sum which the Corporation have authority to borrow under the "Hull Corporation Loans Act, 1881," and the Act, 45 Vict. ch. 94, and the "Hull Extension and Improvements Act, 1882."

The Corporation have under their Loans Act of 1881 to provide a Sinking Fund which, at the end of sixty years, from March, 1883, shall be sufficient to redeem at par the Corporation Stock now proposed to be issued. The Corporation are empowered to invest such Sinking Fund in the purchase of this Stock.

Tenders may be for the whole or any part of the Stock, and must state what amount of money will be given for every £100 of the Stock. Tenders for other than even hundreds of Stock, or at a price including fractions of a shilling other than sixpence, will not be accepted. Tenders are to be delivered at the Chief Cashier's Office, Bank of England, before two o'clock, on Monday, 5th March, 1883. Tenders at different prices must be on separate forms. The amount of Stock applied for must be written on the outside of the tender.

The minimum price, below which no tender will be accepted, has been fixed at £94 for every £100 of Stock.

A deposit of five per cent. on the amount of Stock tendered for must be paid at the same office at the time of the delivery of the tender, and the deposit must not be enclosed in the tender. Where no allotment is made the deposit will be returned, and in case of partial allotment the balance of the deposit will be applied towards the first instalment.

In the event of the receipt of tenders for a large amount of Stock than that proposed to be issued at or above the minimum price, the tenders at the lowest price accepted will be subject to a *pro rata* diminution.

The dates at which the further payments on account of the said Loan will be required, are as follows:—

On Tuesday, 13th March, 1883, so much of the amount tendered and accepted as, when added to the deposit, will leave Seventy-five Pounds (Sterling) to be paid for each hundred pounds of Stock.

On Tuesday, 10th April, 1883, £25 per cent.;

On Wednesday, 2nd May, 1883, £25 per cent.;

On Friday, 1st June, 1883, £25 per cent.

The instalments may be paid in full on or after the 13th March, 1883, under discount at the rate of £3 10s. per cent. per annum. In case of default in the payment of any instalment at its proper date the deposit and instalments previously paid will be liable to forfeiture.

Interest will be payable 1st January and 1st July in each year, and six months' interest, calculated on the total amount of the Stock, will be paid on the 1st July, 1883.

Script Certificates to bearer will be issued in exchange for the provisional receipts.

The Stock will be inscribed in the Bank books on or after the 2nd June, 1883, but Scrip paid up in full, in anticipation, may be inscribed forthwith.

No tender will be received unless upon the printed form, which can be obtained at the Chief Cashier's Office, Bank of England; of Messrs. Mullens, Marshall, & Co., Stock Brokers, 4, Lombard-street, London, E.C.; or of the Borough Treasurer, Town Hall, Hull.

Bank of England, London
22nd February, 1883